City of St. Helena
Regular City Council Meeting
Tuesday, May 14, 2024 @ 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. The Mayor may reduce the four minute time limit for all speakers in circumstances where a large number of citizens intend to make public comment.

Public comment **for meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line agenda.**

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at https://sthelena.civicweb.net/portal/.

Page

1. CALL TO ORDER

2. ROLL CALL
   Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Patrick Kenealy, Billy Summers

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

5. APPROVAL OF THE MINUTES

   Estimated start time: 6:05 p.m.

   5.1. Consideration and proposed approval of Regular Meeting Minutes of April 23, 2024 — 11 - 19
   04-23-2024 Regular City Council - Minutes

6. PUBLIC FORUM:
   Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 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.

   Estimated start time: 6:10 p.m.

7. 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.

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

Estimated start time: 6:25 p.m.

8.1. Proclamation for National Public Works Week, May 19-25, 2024 presented to Director of Public Works, Joseph Leach — 21 - 22

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
National Public Works Week Proclamation

8.2. Proclamation for National Police Week presented to Police Chief Chris Hartley — 23

National Police Week Proclamation

9. STAFF BRIEFING

Estimated start time: 6:40 p.m.

10. CONSENT ITEMS
Members of the Council or the public (present at the meeting) 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)

Estimated start time: 6:45 p.m.

10.1. Waiver of second reading and approval of an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) to update the General Plan's Land Use Map (Figure 2.1) and Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) referenced in St. Helena Municipal Code Section 17.01.070, to bring these maps into conformance with the City's adopted 2023-2031 Housing Element, and find that the proposed changes are consistent with the adopted Addendum to the General Plan Environmental Impact Report prepared for the Housing Element. — 25 - 742

CEQA Determination: General Plan Environmental Impact Report Addendum pursuant to CEQA Guidelines Section 15164
Prepared By: Aaron Hecock, Senior Planner
Recommendation:
Waive the second reading and adopt the proposed Ordinance to:

1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are consistent with adopted Addendum to

the General Plan Environmental Impact Report prepared for the Housing Element and in compliance with the California Environmental Quality Act; and

2. Adopt an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) Updating General Plan Figure 2.1 and Adopt Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) to identify zone changes for the designated Housing Opportunity Sites to be consistent with the 2023-2031 Housing Element, and incorporating these changes into the General Plan and Zoning Maps; and
3. Direct staff to explore an overlay and other options including other sites and units to replace Site 10 after adoption of the Ordinance and recertification of the Housing Element by HCD; and
4. Conduct a City Council study session focused on housing in the near future.

Staff Report - Pdf

10.2. Adopt Resolution authorizing City Manager to execute an agreement with Websoft for Mobile Maintenance Management System software to track and maintain underground utility assets as part of Capital Improvement Program (CIP) Projects W26-02 & S26-02 Asset Management and Computerized Maintenance and Management System Development and Implementation for a three-year period and a total not-to-exceed cost of $86,100.00. 743 - 763

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Approve the attached Resolution.

Staff Report - Pdf

10.3. Consideration and approval of a resolution authorizing a temporary closure of Adams Street on Sunday, June 16, 2024, from 6:00 a.m. to 6:00 p.m.; mobile food vendors to park and operate on Library Lane during the car show event; and allowing the possession of open alcoholic beverages on the closed portion of Adams Street during the Rianda House Car Show Event scheduled for June 16, 2024. 765 - 768

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - Pdf

10.4. Approve a resolution authorizing the City Manager to enter into a Professional Services Agreement with Haley Aldrich Inc. for engineering services and project management support to procure and replace all city utility smart meters as part of CIP Project W24-04 SMART Meter Deployment for a not-to-exceed cost of $406,000. 769 - 780

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Approve the attached Resolution.

Staff Report - Pdf
Public Comment.Jeff Farmer
Public Comment. Eric Hall

10.5. Approval of a Resolution Authorizing execution of a contract with On-Call Engineering firm Haley Aldrich for engineering, design, project and construction management services for Capital Improvement Program (CIP) Project S24-05 Del Campo Gravity Sanitary Sewer Main Replacement Project for a not to exceed cost of $239,095.50. 781 - 805

CEQA Determination: Exempt
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Approve the attached Resolution.

Staff Report - Pdf
Public Comment.Jeff Farmer

10.6. Authorization to pay invoices from Rain For Rent for a cost not-to-exceed $40,069.42 and Herc Rentals for a cost not-to-exceed $69,114.15 for emergency pump rentals at the Water Treatment Plant and the Wastewater Treatment Plant for high flow events due to extended rain season 807 - 828

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Authorization to issue payment for pump rentals needed for inflow & influent (I&I) and Sanitary Sewer overflow (SSO) mitigation.

Staff Report - Pdf

10.7. Consideration and proposed approval of a resolution: 1) Duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the St. Helena Employee Association to include the Public Works Financial Analyst and Recreation Coordinator classifications; and 2) Authorizing an amendment to the St. Helena Employee Association Memorandum of Understanding to include the Public Works Financial Analyst and Recreation Coordinator classifications. 829 - 892

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - Pdf

10.8. Consideration to adopt a resolution authorizing (1) the City Manager to 893 - 935

enter into an Agreement with We Care Animal Rescue for animal shelter and adoption services for the City of St. Helena; and (2) authorize the City Manager to execute the Agreement on behalf of the City and make non-substantive amendments to the form of agreement

CEQA Determination: Not a CEQA project
Prepared By: Justin Tharp, Lieutenant
Recommendation:
Approve the attached Resolution.
Staff Report - Pdf

10.9. Authorization for a purchase of MicroC Processing Chemicals for the Micro Bioreactor (MBR) facility testing for a not to exceed cost $72,950.00. 937 - 941

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Authorization to purchase process chemicals MicroC for the MBR Facility.
Staff Report - Pdf

10.10. Approval of a resolution authorizing the City Manager to execute a contract with Kimley-Horn, Inc. for Civil Engineering Services to provide engineering documentation and bid specifications to assist with completion of the Capital Improvement Program (CIP) Project W25-01 Napa Intertie Water Pipeline Replacement for a not-to-exceed cost of $446,200. 943 - 975

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Approval of the Professional Services Agreement with Kimley-Horn
Staff Report - Pdf
Public Comment.Jeff Farmer

10.11. Approval of a resolution authorizing the purchase of an Asphalt Crack Sealer for $73,365 from Cimline Inc. 977 - 988

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Approve the attached Resolution.
Staff Report - Pdf

10.12. Approving a revision to the recommended alignment of a section of the Vine Trail to include a bike boulevard along Railroad Avenue between Adams Street and Fulton Lane. 989 - 997

CEQA Determination: Not a CEQA project

Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Approve Resolution of the City Council of the City of St. Helena approving a revision to the recommended the Vine Trail alignment Through the City of St. Helena.

Staff Report - Pdf

11. PUBLIC HEARINGS

Estimated start time: 7:00 p.m.

11.1. Second Public Hearing of the Proposed Adoption of a City Charter. 999 - 1013

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Provide direction to City staff on any amendments to the proposed City Charter.

Staff Report - Pdf
Public Comment. Laura Keir

11.2. Estimated start time: 7:20 p.m. 1015 - 1020

Proposed approval of a Resolution approving the issuance of the California Municipal Finance Authority multifamily housing revenue bonds in an aggregate principal amount not to exceed $27,000,000 for the purpose of financing or refinancing the acquisition, rehabilitation, improvement and equipping of Hunt's Grove apartments and certain other matters relating thereto.

CEQA Determination: Exempt
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - Pdf

12. OLD BUSINESS

Estimated start time: 7:35 p.m.

12.1. Proposed approval of a resolution authorizing the City Manager to execute the Final Loan Extension and Ground Lease for BRIDGE Housing Corporation and Napa Valley Community Housing related to the Hunt's Grove Apartments located at 548 Hunt Avenue. 1021 - 1188

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - Pdf

12.2. Estimated start time: 7:50 p.m. 1189 - 1232

Presentation of Opinion Research Data Related to the Proposed November 2024 Real Property Transfer Tax Revenue Measure and Direction to Staff.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Direct staff to continue working to place both the Charter City and Real Property Transfer Tax on the ballot for the November 2024 Election and provide direction to staff on the City Council's desired Real Property Transfer Tax structure.

Staff Report - Pdf
Public Comment. Laura Keir
Public Comment.Iana Ivanoff

13. NEW BUSINESS

Estimated start time: 8:15 p.m.

13.1. Proposed approval of a resolution awarding Non-Profit Grant Application funding through the Non-Profit Grant Program in the Fiscal Year (FY) 2024-25 Operations Budget in the amount of $120,000. 1233 - 1407

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - Pdf

14. CITY COUNCIL REPORTS:

14.1. A. Association of Bay Area Governments (ABAG) - Executive Board
B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for May 28, 2024 at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on 14 May 2024.

Cindy Tzafopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City

Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1088 College Avenue, St. Helena, California, during normal business hours and by appointment. 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.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, April 23, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at https://sthelena.civicweb.net/Portal/ or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

4.1 Vice Mayor Eric Hall moved to adopt the agenda. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

5. ADOPTION OF MINUTES

5.1 Consideration and proposed approval of Regular Meeting Minutes of April 9, 2024.

Vice Mayor Eric Hall moved to adopt the minutes. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers

NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

No public comment was received.

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

Ethan Walsh, City Attorney noted that there was no reportable action from the April 23, 2024 special City Council closed session meeting.

Reports were made by staff and the City Council.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1 Proclamation for Historic Preservation Month May 2024 presented to Executive Director of Napa County Landmarks, Christine French

Estimated start time: 6:20 p.m.

9. STAFF BRIEFING

None

10. 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)

10.1 This item was pulled.

~~Approval of a resolution approving a Professional Services Agreement with Land Revision for Fire Fuel Abatement Services for a Two (2) year contract period for a total amount Not-To-Exceed $300,000 with one additional 1-year extension and authorizing the City Manager to execute the agreement.~~

10.2 Consideration of a Resolution to set a Public Hearing for 6:00 p.m. Tuesday, June 11, 2024, to consider objections to the proposed annexation of the property known as 2126 Madrona Avenue, St. Helena, CA (APN 009-470-010), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 149.

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant
Recommendation:
It is recommended City Council approve the Resolution and set a Public Hearing for June 11, 2024 to consider objections to the proposed annexation of the property known as 2126 Madrona Ave (APN 009-470-010), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 149.

10.3 Approval of a Resolution authorizing a Sign-on and Retention Bonus for the Water Chief Plant Operator and Wastewater Chief Plant Operator classifications in the amount of $25,000 paid over a 36-month period.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

10.4 Consideration and proposed approval of a resolution approving a joint use agreement with St. Helena Unified School District for City use of the Vintage Hall Board Room through June 30, 2028 for a total cost not to exceed $55,000.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Adopt the resolution.

10.5 This item was pulled

~~March 2024 Review and Forecasting of City Water Supply Availability.~~

10.6 Proposed Approval of Resolution Approving Amendment No. 5 to the Professional Services Agreement with Willdan Financial Services in the amount of $9,800 for a Total Contract Not-to-Exceed Amount of $131,235 for a User Fee Study Update.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

10.7 Proposed approval of a resolution authorizing an administrative budget line-item correction in the amount of $86,308 for an administrative amendment correction related to Murray Building, Inc. for the completed project No. C22-0001, Napa Valley Tenant Improvements.

CEQA Determination: Not a CEQA project
Prepared By: Yosselyn Valencia, Finance Manager
Recommendation:
Staff recommends approval of the attached resolution.

10.8 This item was pulled.

~~Consideration and approval of a resolution authorizing the City Manager to execute a Professional Services Agreement with Devastating Pyrotechnics, Inc., in the amount of $40,000 for the July 4, 2024 fireworks display.~~

Vice Mayor Eric Hall moved to approve items 2 through 4, 6 and 7. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10.1 Approval of a resolution approving a Professional Services Agreement with Land Revision for Fire Fuel Abatement Services for a Two (2) year contract period for a total amount Not-To-Exceed $300,000 with one additional 1-year extension and authorizing the City Manager to execute the agreement.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approve a resolution authorizing execution of the contract.

Joe Leach, Public Works Director reported on the item.

No public comment was received.

Council Member Anna Chouteau moved to approve the item. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10.5 March 2024 Review and Forecasting of City Water Supply Availability.

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and file.

No public comment was received.

10.8 Consideration and approval of a resolution authorizing the City Manager to execute a Professional Services Agreement with Devastating Pyrotechnics, Inc., in the amount of $40,000 for the July 4, 2024 fireworks display.

CEQA Determination: Not a CEQA project
Prepared By: Dave Jahns, Parks & Recreation Director
Recommendation:
Staff recommends reviewing the proposed plan for the 4th of July and provide direction to staff. If comfortable moving forward with a fireworks display, authorize the City Manager to enter into a Professional Services Agreement with Devastating Pyrotechnics, Inc.

Dave Jahns, Parks & Recreation Director reported on the item.

Maxine Angell addressed the City Council.

Vice Mayor Eric Hall moved to approve the item. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, and Council Member Anna Chouteau
NOES: Council Member Patrick Kenealy
ABSENT: None
ABSTAIN: Council Member Billy Summers
RECUSE: None

11. PUBLIC HEARINGS

11.1 Approval of introduction and first reading of an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) to update the General Plan's Land Use Map (Figure 2.1) and Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) referenced in St. Helena Municipal Code Section 17.01.070, to bring these maps into conformance with the City's adopted 2023-2031 Housing Element, and find that the proposed changes are consistent with the adopted Addendum to the General Plan Environmental Impact Report prepared for the Housing Element.

CEQA Determination: General Plan Environmental Impact Report Addendum pursuant to CEQA Guidelines Section 15164

Regular City Council
April 23, 2024

Prepared By: Aaron Hecock, Senior Planner
Recommendation:
Approval of introduction and first reading by title only and waive further reading of the proposed Ordinance to:

1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are consistent with adopted Addendum to the General Plan Environmental Impact Report prepared for the Housing Element and in compliance with the California Environmental Quality Act; and
2. Adopt an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) Updating General Plan Figure 2.1 and Adopt Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) to identify zone changes for the designated Housing Opportunity Sites to be consistent with the 2023-2031 Housing Element, and incorporating these changes into the General Plan and Zoning Maps; and
3. Consider directing staff to analyze the feasibility of other units to replace Site 10 after adoption of the Ordinance and recertification of the Housing Element by HCD.

Aaron Hecock, Senior Planner reported on the item.

Jeffrey Warren, David Prueter, Bryan Sandoli, Steve Goldfarb, Rick Tooker, Linda Reiff, Mike Quaglia, Lester Hardy, Maxine Angell, Mary Stephenson and Linda Keir addressed the City Council.

Council Member Anna Chouteau moved to approve the introduction and first reading by title only and waive further reading of the proposed Ordinance to:
1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are consistent with adopted Addendum to the General Environmental Impact Report prepared for the Housing Element and in compliance with the California Environmental Quality Act; and
2. Adopt an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) updating General Plan Figure 2.1 and adopt Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) to identify zone changes for the designated Housing Opportunity Sites to be consistent with the 2023-2031 Housing Element, and incorporating these changes into the General Plan and Zoning Maps; and
3. Direct staff to explore an overlay and other options including other sites and units to replace Site 10 after adoption of the Ordinance and recertification of the Housing Element by HCD; and
4. Conduct a City Council study session focused on housing in the near future.

The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Billy Summers
NOES: Council Member Patrick Kenealy
ABSENT: None
ABSTAIN: None
RECUSE: None

Council Member Anna Chouteau moved to continue the meeting beyond 9:00 pm. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Council Member Patrick Kenealy moved to continue the meeting beyond 9:30 pm. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

11.2 Introduction and First Reading of an Ordinance Adding Chapter 8.44 to Title 8 (Boarded and Vacant Buildings) of the St. Helena Municipal Code.

CEQA Determination: Exempt
Prepared By: Ethan Walsh, City Attorney
Recommendation:
Introduce by title only and waive further reading of an Ordinance Adding Chapter 8.44 to Title 8 (Boarded and Vacant Buildings) of the St. Helena Municipal Code.

Maya DeRosa, Community Development Director reported on this item.

No public comment was received.

It was the consensus of the City Council to continue the item to a date uncertain.

12. OLD BUSINESS

None

13. NEW BUSINESS

None

14. CITY COUNCIL REPORTS:

14.1 A. Association of Bay Area Governments (ABAG) - Executive Board

B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 9:46 p.m.

Regular City Council
April 23, 2024

CHALLENGING DECISIONS OF CITY ENTITIES

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: PRESENTATIONS AND PUBLIC RECOGNITIONS

Department: Public Works

DATE:	May 14, 2024
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Proclamation for National Public Works Week, May 19-25, 2024
RECOMMENDED ACTION:	
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE PURPOSE:	
FINANCIAL IMPACT:	

DOCUMENTS ATTACHMENTS:

National Public Works Week Proclamation 2024

CITY OF ST. HELENA
PROCLAMATION
NATIONAL PUBLIC WORKS WEEK
MAY 19-25, 2024

"Advancing Quality of Life For All"

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of St. Helena; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in St. Helena to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, BE IT RESOLVED, that the St. Helena City Council, City staff and the citizens of St. Helena, do hereby designate the week May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Dated this 14th day of May 2024.

_____
Paul Jamison Dohring, Mayor
City of St. Helena

City of St. Helena

PROCLAMATION
National Police Week
May 12 through May 18, 2024

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as **National Police Week**; and

WHEREAS, the members of the law enforcement agency of the City of St. Helena play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our police department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE let it be resolved**,** that I, Paul Jamison Dohring, Mayor of St. Helena, along with the St. Helena City Council do hereby proclaim the week of May 12 through May 18, 2024, as National Police Week in the City of St. Helena. All citizens are asked to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities, have established for themselves the rights and security of all citizens.

Dated: May 14, 2024

_____

Paul Jamison Dohring, Mayor
City of St. Helena

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	May 14, 2024
FROM:	Aaron Hecock, Senior Planner
SUBJECT:	Waiver of second reading and approval of an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) to update the General Plan's Land Use Map (Figure 2.1) and Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) referenced in St. Helena Municipal Code Section 17.01.070, to bring these maps into conformance with the City's adopted 2023-2031 Housing Element, and find that the proposed changes are consistent with the adopted Addendum to the General Plan Environmental Impact Report prepared for the Housing Element.
RECOMMENDED ACTION:	Waive the second reading and adopt the proposed Ordinance to: 1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are consistent with adopted Addendum to the General Plan Environmental Impact Report prepared for the Housing Element and in compliance with the California Environmental Quality Act; and 2. Adopt an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) Updating General Plan Figure 2.1 and Adopt Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) to identify zone changes for the designated Housing Opportunity Sites to be consistent with the 2023-2031 Housing Element, and incorporating these changes into the General Plan and Zoning Maps; and 3. Direct staff to explore an overlay and other options including other sites and units to replace Site 10 after adoption of the Ordinance and recertification of the Housing Element by HCD; and 4. Conduct a City Council study session focused on housing in the near future.
PREVIOUS COUNCIL ACTION:	The City Council adopted the 6th Cycle 2023-2031 Housing Element on May 9, 2023. Introduction and first reading of the ordinance on April 23,

	2024.
STATEMENT OF THE PURPOSE:	To waive the second reading and adopt an Ordinance bringing the City's General Plan Land Use Map (Figure 2.1) and Zoning Map into conformance with the City's adopted 2023-2031 Housing Element so that the California Department of Housing and Community Development (HCD) will recertify the City's Housing Element.
FINANCIAL IMPACT:	Without a state certified Housing Element, the City isn't eligible for various state and federal funding opportunities. There is also the potential for escalating financial penalties of $10,000-$100,000 per month (plus potential for multiplication of fines based on continued noncompliance). Additionally, should the City reopen its Housing Element, it could require re-engaging the Housing Element consultants which would require a contract modifications and additional expenditures.

BACKGROUND:
Recent changes in state housing law have resulted in significant reductions in local land use control by local governments. California's Housing Element law provides that in order for the private market to adequately address housing needs and demand, California's local governments must adopt plans and regulatory systems that provide opportunities for (and do not unduly constrain) housing development.

The purpose of the Housing Element is to identify and analyze existing and projected housing needs in order to preserve, improve, and develop housing for all economic segments of the community. The Housing Element is one of seven required elements of the general plan. However, it has several unique requirements that set it apart from the other six elements. State law (Government Code Section 65580 (et seq.)) specifies in detail the topics that the Housing Element must address and sets a schedule for regular updates. State law requires each local government to update its housing element every eight years. The Housing Element is also the only element reviewed and certified by the State for compliance with State law. The Department of Housing and Community Development (HCD) is the State department responsible for this certification. Penalties for non-compliance include legal challenges, ineligibility for many State and regional grants, and, in extreme cases, loss of land use control.

The City's 2023-2031 Housing Element was adopted by the City Council on May 9, 2023 and certified by HCD on September 25, 2023. The adopted Housing Element included 12 key housing opportunity sites, of which 7 sites were designated to be rezoned in order for the City to meet its assigned Regional Housing Needs Allocation (RHNA) of 256 units during the course of the 8 year Housing Element cycle (the other key opportunity sites do not require rezoning, as their existing zoning was adequate for the density needed to meet RHNA obligations). Site 4 was designated for a zoning change in the Housing Element, however, it was designated to change (from Service

Commercial to Mixed-use) when the General Plan was adopted in 2019 and was subsequently updated when changes were made to the adopted Zoning Map when the Zoning Code was adopted in October 2023; so while it is noted as a change site, it has already been changed and is shown below for reference only. Based on the date HCD certified the Housing Element, **HCD required that the City adopt the map changes described above by January 31, 2024.** Due to a number of factors, the City was unable to meet this deadline and is now working diligently to complete these updates to be compliant with our Housing Element commitments.

California Department of Housing and Community Development (HCD) Correspondence

On February 5, 2024 the City received a corrective action letter from HCD (Attachment 7) stating that they had reviewed the City's obligations under the Housing Element and found that *"the City has failed to implement Program H-A (Available Sites Inventory),* including the requirement to rezone several sites to accommodate all of the City's RHNA. The City provided a written response to HCD in which it identified the multiple rounds of review that were required by HCD, leading to the delay of adoption of the Housing Element and, in turn, the imposition of the stricter one-year rezoning deadline rather than the three years the City would have been entitled to had the Housing Element been certified within 120 days of its January 31, 2023 deadline. In that letter, dated February 26, 2024, the City advised that it had scheduled the requisite General Plan amendments and rezoning actions for its March 5, 2024 Planning Commission meeting, with adoption by City Council anticipated to follow in April. Upon receipt of a number of public comments on the agenda item pertaining to the rezone, the Planning Commission rescheduled the item for its April 2, 2024 meeting. On March 26, 2024, the City received a letter from HCD (Attachment 8) stating that they have revoked their finding that the City's Housing Element is in substantial compliance with state housing law (i.e., they de-certified the Housing Element) as we have not completed the rezonings committed to in Program H-A.

Without a state certified Housing Element, it is more important than ever that the City moves forward expeditiously with the rezoning program it has already committed to as part of the previously certified Housing Element. Not having a state certified Housing Element leaves the City vulnerable to the following:

- Suspension of the City's authority over issuance of building and zoning permits and subdivision approvals
- No public noticing or review of new housing development
- Court-required approval of certain types of housing projects without City or community input
- City prohibited from denying certain affordable housing projects even if inconsistent with adopted zoning and General Plan (commonly referred to as the Builder's Remedy)

- Escalating financial penalties of $10,000-$100,000 per month (plus potential for multiplication of fines based on continued noncompliance)
- Disqualification from various state and federal funding opportunities.

On April 2, 2024, the Planning Commission held a public hearing to consider the requested map changes. The City received 96 public comments which are attached to this staff report (Attachments 18 & 19), most of the comments focused on opposition of the upzoning of Site 10 from MR to HR. Staff has prepared responses to the topics raised as well as addressing public questions raised during oral comments (Attachment 17).

The Planning Commission adopted a resolution by a 4-1 vote recommending that the City Council:

1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are consistent with adopted Addendum to the General Plan Environmental Impact Report prepared for the Housing Element and in compliance with the California Environmental Quality Act; and
2. Adopt an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) Updating General Plan Figure 2.1 and Adopt Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) to identify zone changes for the designated Housing Opportunity Sites to be consistent with the 2023-2031 Housing Element, and incorporating these changes into the General Plan and Zoning Maps; and
3. Prior to adoption of rezoning ordinance by Council, staff shall explore with HCD the feasibility of replacing Site 10 with other units, or recalculating potentially available units on other sites, as an alternative to high density zoning for Site 10; if such effort is unsuccessful by date of Council adoption of the rezone ordinance, staff shall analyze other units to replace Site 10.

As directed by the Planning Commission, staff reached out to HCD (by phone and email) to discuss the possibility of leaving site 10 as Medium Density Residential (assuming zero low and 35 moderate units) if there was a means to increase and make up the number of High Density Residential units on other opportunity sites without reopening the entire Housing Element document and restarting the Housing Element process. As of the date this agenda was published, staff had not yet received a response from HCD and is therefore proceeding with the GPAs and ZMAs as directed. Should the Council direct staff to replace Site #10 with other sites post adoption of these amendments and recertification by HCD, this will require opening up the Housing Element to further scrutiny by HCD, additional site analysis (i.e., finding 4.4 acres of vacant lands or developed lands with owner interest in development on the west side which are suitable for residential development each of which must meet Affirmatively Furthering Fair Housing (AFFH) requirements), and beginning public outreach for identified potential new sites (assuming suitable sites can be identified on the west side). See Attachment 12 for a discussion of Site 10 extracted from the Housing Element. This would require significant staff time, reengaging with our Housing Element consultant team and additional funding for amending their contract. Further, there is no

assurance that HCD will accept potential modifications to the Housing Element presented to them.

The Catholic Church School site on Oak Avenue has frequently been brought up as a potential replacement site for Site 10, however, in addition to having to open up the Housing Element as described above, there are several issues with this site: 1) it is 2 1/2 acres smaller than Site 10 2) the site is currently developed which would require some indication from the property owner that they have interest in developing housing 3) the Church is currently in the beginning phases of Chapter 11 bankruptcy which staff has been told is a 3 year process; any land use changes to this site could potentially disrupt that process causing further delays and complications for the Church.

DISCUSSION:
The requested action is for the City Council of the City of St. Helena waive the second reading and adopt an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) to update the General Plan's Land Use Map (Figure 2.1) and Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) referenced in St. Helena Municipal Code Section 17.01.070, to bring these maps into conformance with the City's adopted and certified 2023-2031 Housing Element, and find that the proposed changes are consistent with the adopted Addendum to the General Plan Environmental Impact Report prepared for the Housing Element.

ZONING MAP AMENDMENTS
The sites requiring rezoning (Attachment 2) as identified in the Housing Element are as follows (a detailed breakdown of these sites can be found in the 2023-2031 Housing Element beginning on page 2-183):

- ***Site 1 (009-211-016):****1480 Main Street (the portion containing old city hall but not the fire station, the fire station is zoned PQP) – Central Business (CB) to Mixed-Use (MU) - ZMA 2024-001 (see Attachment 10).*
- ***Site 2 (009-193-002):****1572 Railroad Avenue – Business, Professional and Office (BPO) to High Density Residential (HR) - ZMA 2024-002.*
- ***Site 4 (009-180-008):****905 Main Street – Was changed from Service Commercial (SC) to Mixed-Use (MU) with the October 2023 Zoning Code Update, no change required.*
- ***Site 5 (009-660-005):****Main Street between Mills Lane and Dowdell Lane – Service Commercial (SC) to High Density Residential (HR) - ZMA 2024-003.*
- ***Site 8 (009-070-043, 044, 045):*** *882 through 886 College Avenue – Public and Quasi-Public (PQP) to High Density Residential (HR) - ZMA 2024-004.*
- ***Site 10 (009-441-023):****Spring Street between Hudson Avenue and Valley View Street – Medium Density Residential (MR) to High Density Residential (HR) - ZMA 2024-005.*
- ***Site 11 (009-600-018):*** *1637 Spring Street – Medium Density Residential (MR) to High Density Residential (HR) - ZMA 2024-006.*

GENERAL PLAN AMENDMENTS

In addition to requiring amendments to the City's Zoning Map, referenced in section 17.01.070 of the Zoning Code, the following sites also require that General Plan Figure 2.1 be amended (Attachment 3) to be consistent with the adopted Housing Element as California state law (Gov. Code §65300.5) requires horizontal and vertical consistency for General Plans and zoning ordinances:

- ***Site 1 (009-211-016):****1480 Main Street (the portion containing old city hall but not the fire station, the fire station is zoned PQP) – Central Business (CB) to Mixed-Use (MU) - GPA 2024-001 (see Attachment 10).*
- ***Site 2 (009-193-002):****1572 Railroad Avenue – Business, Professional and Office (BPO) to High Density Residential (HR) - GPA 2024-002.*
- ***Site 4 (009-180-008):****905 Main Street – Was changed from Service Commercial (SC) to Mixed-Use (MU) with the June 2019 General Plan Update, no change required.*
- ***Site 5 (009-660-005):****Main Street between Mills Lane and Dowdell Lane – Service Commercial (SC) to High Density Residential (HR) GPA 2024-003.*
- ***Site 8 (009-070-043, 044, 045):*** *882 through 886 College Avenue – Public and Quasi-Public (PQP) to High Density Residential (HR) - GPA 2024-004.*
- ***Site 10 (009-441-023):****Spring Street between Hudson Avenue and Valley View Street – Medium Density Residential (MR) to High Density Residential (HR) - GPA 2024-005.*
- ***Site 11 (009-600-018):*** *1637 Spring Street – Medium Density Residential (MR) to High Density Residential (HR) - GPA 2024-006.*

Staff Response: The changes noted above bring our General Plan and Zoning Map into conformance with our adopted and formerly state certified Housing Element, consistent with state law. Being listed as a housing opportunity site in no way terminates or otherwise affects existing uses on-site. Furthermore, there are currently no legislative or other means to compel a private property owner in this process, meaning the City can't force or otherwise require that a property owner build housing. Ultimately the purpose of the inventory is to demonstrate to HCD that there are suitable sites to meet the City's RHNA and that policies and programs are in place to reduce barriers to housing developers producing housing.

History Regarding Opportunity Site #10

- *Has been designated for residential uses since the 1975 General Plan;*
- *Has been zoned Medium Density Residential since the early 1990s;*
- *Was a designated Housing Opportunity Site in both the 4th and 5th Cycle Housing Elements (2009 and 2015); and*
- *Because the site has not been developed after being included as an Opportunity Site in the last two Housing Elements, the state required it for future up zoning to*

High Density Residential (HR) in the current 6th Cycle Housing Element (studied in 2020 and adopted in 2023).

- *Property owners of site 10 expressed interest in residential development to staff in the early stages of the Housing Element 6th cycle*
- *Housing Element Focus Group meetings showed high interest in upzoning to HR. No formal action was taken.*

It is crucial that the City Council adopt the amendments to the Zoning Map and amendments to Figure 2.1 of the General Plan for the above-described parcels expeditiously, as HCD has de-certified the City's Housing Element which can lead to a host of potential negative outcomes, including but not limited to the availability of the builder's remedy (Gov. Code § 65589.5(d)(5)) and loss of access to state funding.

The "Builder's Remedy," is a provision of California's Housing Accountability Act that prevents jurisdictions without a substantially compliant housing element from denying certain housing projects, even if such projects do not comply with the jurisdiction's zoning ordinance or general plan or are incompatible with adjacent residential neighborhoods. With the Builder's Remedy, the City loses what discretion it has (i.e. development and design standard requirements that limit heights, require setbacks, etc.) allowing for by right development of multi-family projects on these sites (and other sites) with little City oversight or public review or comment.

For further reading about how the Builder's Remedy is impacting communities, see the following news story: https://calmatters.org/housing/2023/06/california-builders-remedy/

Additional information regarding this process, site selection, and potential penalties for failure to adopt these amendments can be found in the City Attorney Memorandum (Attachment 4), FAQs (Attachment 5) and Memorandum on the Housing Element Process (Attachment 6) attached to this report.

PUBLIC NOTICING

In accordance with SHMC Section 17.04.080, public noticing for the April 2, 2024 Planning Commission meeting consisted of the following:

1. Legal notice in the Napa Valley Register published on March 21, 2024;
2. Notification via certified mail to each property owner with a zoning or General Plan Amendment (Attachment 16);
3. Mailed notices to all property owners and residents within 300 feet surrounding a site with a General Plan Amendment or zoning change; and
4. An email (sent on March 21, 2024) of the Public Hearing Notice to everyone who signed up for updates on the City's dedicated Housing Element webpage (not a code requirement).

Similarly, public noticing for the April 23, 2024 City Council meeting included a legal notice in the Napa Valley Register, individual notice via certified mail to each property owner with a pending zoning or General Plan Amendment, mailed notices to all property owners and residents within 300 feet of a site with a pending zoning or General Plan Amendment, and an email to everyone who signed up for updates on the City's dedicated Housing Element webpage.

Several commenters asked why they weren't notified of the Housing Element adoption hearings that occurred in May 2023. For noticing in which the number of property owners who would be sent a public hearing notice is greater than 1,000 (i.e., General Plan Amendments such as the Housing Element), only a notice in the newspaper is required. No General Plan or zoning designations were changed with adoption of the Housing Element. For General Plan Amendments and rezonings that change the land use designation of specific properties, including applicant initiated amendments, notifying all neighbors within 300 feet of that/those specific properties is required.

ENVIRONMENTAL REVIEW:

California Environmental Quality Act (CEQA)

In considering the potential environmental impacts of the Housing Element update, the City determined that the Final Environmental Impact Report (EIR) certified for the 2040 General Plan update (2040 General Plan update Final EIR, State Clearinghouse Number 2010042001) is of continuing informational value. The EIR estimated new development for residential, commercial, office, industrial, hospital and hotel uses throughout the city and sphere of influence and evaluated the potential environmental impacts associated with an estimated total buildout of 400 new dwelling units. The City also determined that the potential environmental impacts (both direct and indirect) of the Housing Element update (including the RHNA assignment of 256 units) are within the scope of the previously certified Final EIR and that none of the conditions requiring subsequent or supplemental environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15162 exist. Based on the information and analysis provided in the EIR Addendum, the City determined that only minor or technical changes to the previously certified Final EIR were necessary and that that preparation of an Addendum (Attachment 13) pursuant to CEQA Guidelines Section 15164 was appropriate. The proposed updates to the General Plan Land Use Map and Zoning Map are solely intended to bring the General Plan and Zoning Map into conformance with the adopted Housing Element and are consistent with the changes analyzed in the EIR Addendum.

On May 9, 2023, the City Council of the City of St. Helena conducted a duly and properly noticed public hearing and adopted the Addendum to the General Plan EIR. Any further comments received regarding proposed updates to the General Plan and related Zoning Code maps have been examined and determined to not modify the significant conclusions of the certified EIR. No additional feasible mitigation measures within the City’s authority are necessary to reduce the environmental impacts of the proposed updated maps, because all impacts are either less than significant, will be mitigated to a level of less than significant through compliance with the existing

mitigation, or remain significant and unavoidable even with the imposition of all feasible mitigation. Further, based on the substantial evidence set forth in the record, including but not limited to the certified EIR and adopted Addendum, none of the conditions triggering the need for subsequent environmental review have occurred.

Individual project's environmental impacts will be addressed on a case by case basis as they are submitted (as applicable).

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1. Council Ordinance Adopting Updated Zoning Map and General Plan Figure 2.1-c1
Attachment 2. Zoning Map - Updated for Housing Element
Attachment 3. General Plan Figure 2.1 - Updated for Housing Element
Attachment 4. City Attorney - Memo re Housing Element Implementation and Rezoning
Attachment 5. FAQ - General Plan and Zoning Amendments
Attachment 6. Memorandum - HE Process Summary
Attachment 7. HCD Corrective Action Letter - 020524
Attachment 8. HCD Decertification Letter - 032624
Attachment 9. RHNA Methodology Letter 11-24-2020
Attachment 10. RHNA Assignment Letter 7-7-2021
Attachment 11. Preliminary Sites Inventory - February 2022
Attachment 12. Site 10 extracted from HE
Attachment 13. Density Visualization Examples
Attachment 14. Does Affordable Housing Drive Down Property Values?
Attachment 15. HE Site 1 - 1480 Main Draft Exhibit of Parcel Split
Attachment 16. Opportunity Site Owner Notifications March 2024
Attachment 17. Response to Comments Summary 4-2-24 PC Meeting
Attachment 18. Public Comment Received for 04.02.24 PC Meeting_(Combined)
Attachment 19. Public Comment Received AFTER 04.02.24 PC Meeting_(Combined)
Attachment 20. 2023 - 2031 Housing Element - certified Sept. 25, 2023_(reduced)
Attachment 21. Housing and Safety Elements EIR Addendum_Final April 2023

CITY OF ST. HELENA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING ST. HELENA GENERAL PLAN FIGURE 2.1 (GPA 2024-001, 002, 003, 004, 005, 006) AND THE CITY'S ZONING MAP (ZMA 2024-001, 002, 003, 004, 005, 006) REFERENCED IN SECTION 17.01.070 OF THE ST. HELENA MUNICIPAL CODE TO BRING THE MAPS INTO CONFORMANCE WITH THE CITY'S ADOPTED 2023-2031 HOUSING ELEMENT, AND FINDING THAT THESE CHANGES ARE CONSISTENT WITH THE PREVIOUSLY ADOPTED ADDENDUM TO THE GENERAL PLAN ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE HOUSING ELEMENT.

WHEREAS, the City of St. Helena ("City") has duly adopted a zoning ordinance, found at Title 17 of the St. Helena Municipal Code; and

WHEREAS, among other things, Title 17 of the St. Helena Municipal Code identifies the zoning designations applicable to parcels within the City and sets forth the standards and processes applicable to the development of parcels within these zones; and

WHEREAS, all cities within the State of California are required by law to adopt a general plan; and

WHEREAS, on May 9, 2023, the City Council of the City of St. Helena adopted the City's 2023-2031 6th Cycle Housing Element; and

WHEREAS, on September 25, 2023, the City's 2023-2031 Housing Element ("Housing Element") was certified by HCD as in compliance with state Housing Element Law; and

WHEREAS, Program H-A of the Housing Element commits the City to rezoning 7 sites to accommodate the City's Regional Housing Needs Allocation ("RHNA"), in accordance with Government Code sections 65583(c) and 65583.2(c); and

WHEREAS, the City's Zoning Ordinance adopted October 24, 2023 allows multi-family housing projects, including those with 20% affordable units, by right in the Medium and High Density zoning districts.

WHEREAS, the City's Zoning Ordinance adopted October 24, 2023 accommodates a minimum density of 20 units/acre for all Housing Opportunity Sites planned for lower-income units.

WHEREAS, the Housing Element was subject to review under the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) and the State

CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.), through the preparation and adoption, in May 2023, of an Addendum to the City's 2040 General Plan Update Final Environmental Impact Report (State Clearinghouse No. 2010042001); and

WHEREAS, California Government Code Section 65860(c) requires cities to amend their zoning ordinances to conform to their respective general plans; and

WHEREAS, the Planning Department has prepared this amendment to the City's Zoning Map, incorporated into the City's Zoning Code by reference in section 17.01.070, in order to implement the General Plan mandates set forth above; and

WHEREAS, the Planning Department has also proposed an update to Figure 2.1 ("Proposed Land Use Diagram") of the City's General Plan to bring the General Plan into consistency with the Housing Element and updated Zoning Map; and

WHEREAS, on April 2, 2024, the Planning Commission held a duly noticed public hearing to receive public input on and consider the proposed amendments to the City's General Plan Figure 2.1 and Zoning Map, and all persons wishing to testify were heard; and

WHEREAS, by adoption of Resolution No. PC2024-004, the Planning Commission recommended the City Council (1) approve the amendments to the Zoning Map referenced in St. Helena Municipal Code section 17.01.070; (2) approve the updates to Figure 2.1 of the City's General Plan; and (3) find both actions consistent with the Addendum to the 2040 General Plan Update Final EIR, adopted on May 9, 2023; and (4) prior to adoption of rezoning ordinance by Council, staff shall explore with HCD the feasibility of replacing Site 10 with other units, or recalculating potentially available units on other sites, as an alternative to high density zoning for Site 10; if such effort is unsuccessful by date of Council adoption of the rezone ordinance, staff shall analyze other units to replace Site 10; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. The Community Development Director is hereby authorized and directed to make changes to the Zoning Map of the City of St. Helena, as set forth in this Ordinance and as demonstrated in Exhibit 'A' attached hereto and incorporated herein.

SECTION 2. The Community Development Director is hereby authorized and directed to make changes to Figure 2.1, "Proposed Land Use Diagram," of the City's General Plan, as set forth in this Ordinance and as demonstrated in Exhibit 'B' attached hereto and incorporated herein.

SECTION 3. By adoption of Resolution No. 2023-44 on May 9, 2023, the City Council, as the decision-making body for purposes of CEQA, has approved and adopted an Addendum to the City's 2040 General Plan Update Final Environmental Impact Report (State Clearinghouse No. 2010042001), which was completed in compliance with CEQA and the State CEQA Guidelines. The Addendum fully analyzed any environmental impacts of the Zoning Map and General Plan updates contemplated herein. Based on substantial evidence set forth in the record, including but not limited to the certified EIR and adopted Addendum, none of the conditions triggering the need for subsequent environmental review have occurred.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall be effective 30 days following its adoption by the City Council.

The foregoing Ordinance was introduced at a regular meeting of the City Council on the 23rd day of April, 2024, and duly adopted at a regular meeting of the City Council on the 14th day of May, 2024, by the following vote, to wit:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

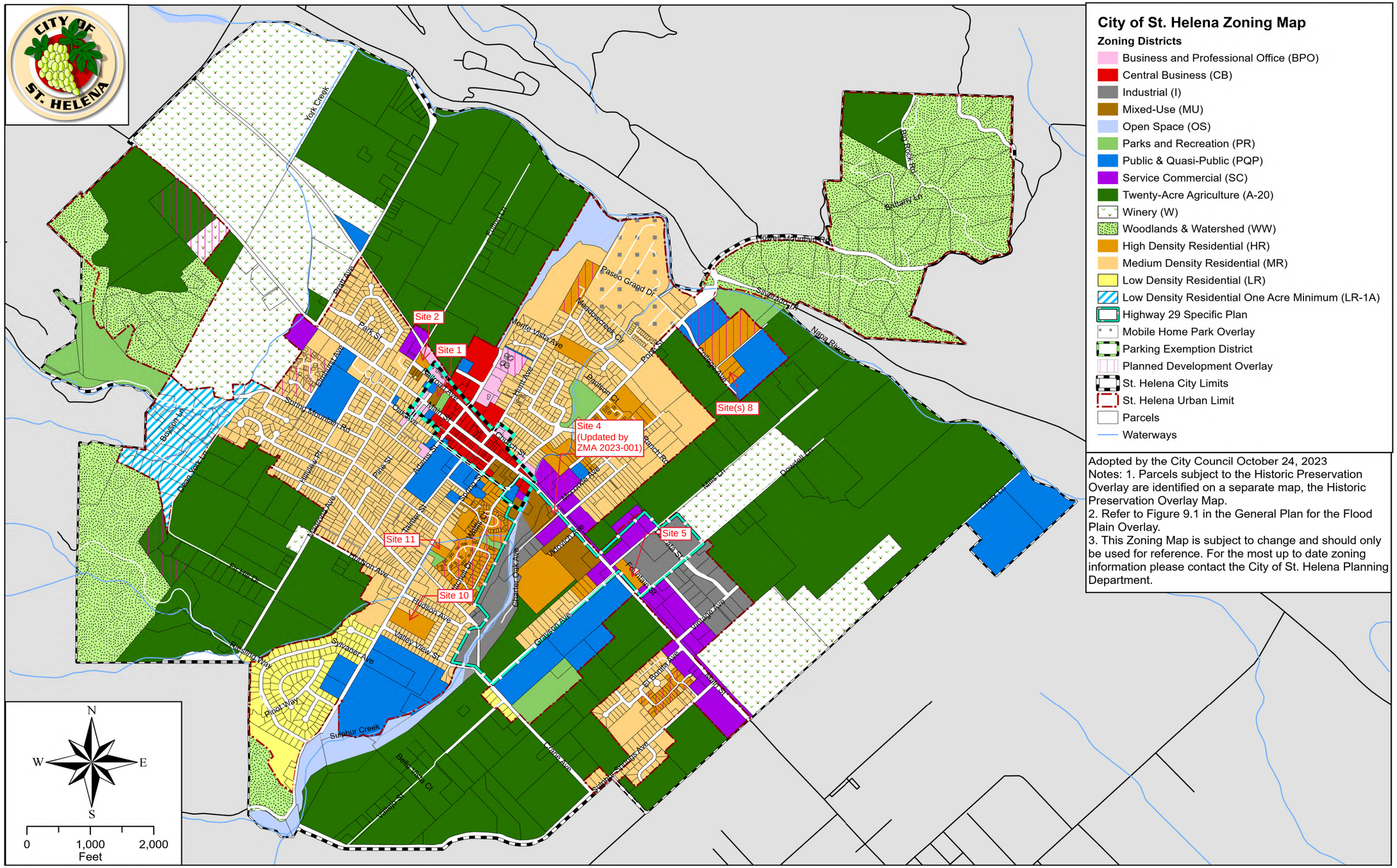
APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Exhibits

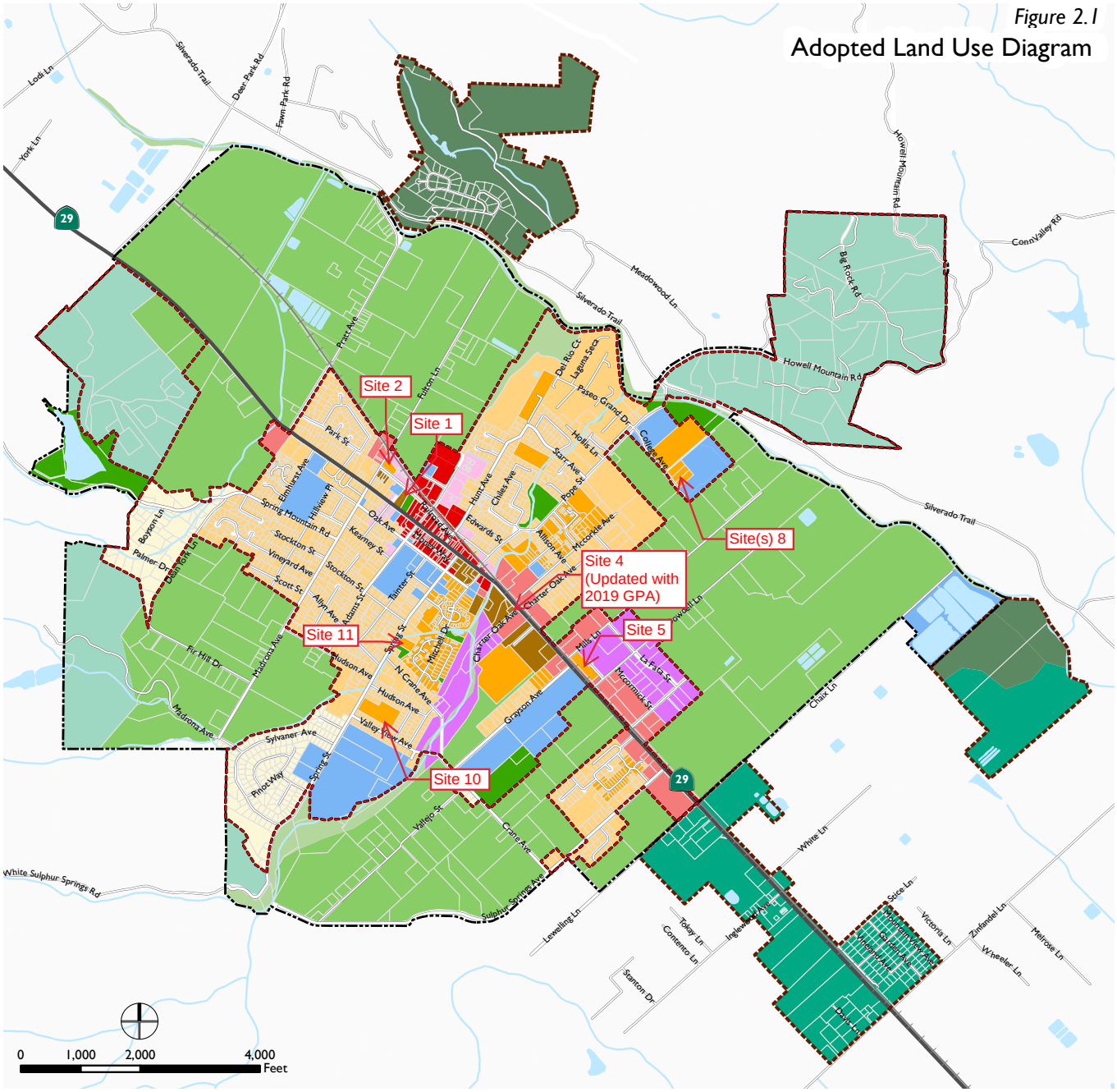
A – Revised Zoning Map
B – Revised General Plan Figure 2.1



*2024 Update for Housing Element Consistency.

Figure 2.1

Adopted Land Use Diagram



Data Source: City of St. Helena, 2018; Napa County, 2018; Dyett & Bhatia, 2018, updated 2024.

St. Helena General Plan

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Central Business
- Service Commercial
- Mixed-Use
- Office
- Industrial
- Public and Quasi-Public
- Parks and Recreation
- Agriculture
- Open Space
- Woodlands and Watershed

Napa County General Plan

- Agricultural Resource
- Agriculture, Watershed and Open Space

- Railroad
- Water Features
- Urban Limit Line
- Study Areas
- City of St. Helena

GENERAL PLAN UPDATE
City of St. Helena

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Memorandum

To: City of St. Helena

From: City Attorney's Office

Date: March 19, 2024

Re: Housing Element Certification and Required Rezoning

I. INTRODUCTION

On May 9, 2023, the City of St. Helena adopted its Sixth Cycle Housing Element ("Housing Element"). After the City received feedback from the California Department of Housing and Community Development ("HCD") and made minor changes in response, the City's Housing Element was certified on September 25, 2023. "Certification" of the Housing Element means that HCD found it to be in substantial compliance with all legal requirements, reducing the legal risks to the City that are associated with being out of compliance (including, among other things, the ability for developers to propose "Builder's Remedy" projects wholly inconsistent with zoning and development standards, loss of City access to state funding, and administrative fines and/or lawsuits). However, HCD's certification relied on the City fulfilling certain ongoing commitments to implement the adopted Housing Element, and failure to fulfill these commitments can result in decertification of the Housing Element.

This memorandum addresses (1) the commitments made by the City to implement the Housing Element, (2) how the City advised HCD that it would fulfill those commitments, and (3) potential ramifications for failing to meet some or all of the City's commitments.

II. LEGAL BACKGROUND

A. Legal Requirements for Housing Element and Implementation Program

In general, state law requires all housing elements to identify and analyze existing and projected housing needs, and establish goals, policies, quantified objectives, financial resources, and time-bound programs for meeting the city's allocation of anticipated housing demand (referred to as the Regional Housing Needs Allocation, or "RHNA").[1] In particular, the City's Housing Element is required to include an inventory of sites throughout the City that are suitable and available for residential development, and which have "realistic and demonstrated potential" for being residentially developed during the planning period.[2] Land that is considered suitable for residential development includes:[3]

[1] Gov. Code §§65580-65583.2.
[2] Gov. Code §§65583(a)(3), 65583.2(a).
[3] Gov. Code §65583.2(a).

- Vacant sites within the City already zoned for residential use;
- Vacant sites within the City zoned for nonresidential use but which allow for residential development;
- Sites zoned for residential use (including City-owned sites) that are capable of being developed at a higher density; and
- Sites zoned for nonresidential use (including City-owned sites) that can be redeveloped for residential use for which the Housing Element includes a program to rezone the site or permit residential use.

After the City has engaged in this analysis, if it has not identified sufficient sites that meet those parameters and can satisfy the City's RHNA at all income levels, the City must designate specific sites that will be rezoned to accommodate the remaining need.[4] Once these sites are identified and designated, the Housing Element must go on to lay out a specific schedule of actions that it will take during the planning period to implement its objectives, including identifying when rezoning will be completed.[5] If rezoning is required to accommodate lower-income portions of the City's RHNA, such rezoning action must also allow housing development "by right" (without any discretionary approval other than subdivision review), require minimum densities of 16-20 units per acre, and meet other criteria mandated by HCD.[6]

The deadline by which rezoning of these sites must occur depends on when the Housing Element was adopted. If the Housing Element is adopted within 120 days of the statutory deadline (for St. Helena, that was January 31, 2023), then the City has three years to complete necessary rezoning.[7] However, when (as is the case here) the City adopts a compliant Housing Element more than 120 days after the statutory deadline, then the rezoning must be completed no later than *one year* from the statutory deadline.[8] As the City's Housing Element was not certified by HCD until September 25, 2023, the City was expected to complete its necessary rezoning by no later than January 2024.

As a reminder, pursuant to Implementation Program H-A, the City has committed to rezoning at least 14 acres to the high density residential (HDR) zoning district, in order to accommodate its remaining lower-income RHNA of 156 units, after accounting for existing available sites.[9] This designation will allow for exclusively residential uses, and a density range of 20-28 units per acre. In addition, because sites 2, 3, 5, 8, and 10 (identified in Table 58 of the Housing Element) will be rezoned specifically to accommodate lower-income housing, these sites will be required to allow housing development "by right" (without any discretionary permitting other than subdivision approvals) for owner-occupied or rental multifamily projects in which 20%

[4] Gov. Code §§ 65583(c)(1)(B), 65583.2.
[5] See Gov. Code § 65583(c).
[6] Gov. Code § 65583.2(h), (i).
[7] Gov. Code § 65583(c)(1)(A); see also Gov. Code § 65588.
[8] *Id.*
[9] St. Helena Certified 2023-2031 Housing Element Update (Sept. 25, 2023) p. 1-10, *available at* https://sthelenahousing.com/images/docs/SHHEU_HE_Certified_2023_09_25_RL-Total.pdf.

or more of the units are reserved as affordable to lower-income households.[10] With respect to Site #10 in particular, it has in fact previously been included as an opportunity site in both the Fourth and Fifth Cycle Housing Elements (for which public input was similarly solicited at the time). The inclusion of this site in previous housing cycles means the City is constrained by state law and the site *must* be rezoned at the "default" densities specified by Housing Element law,[11] and allow residential uses by right when at least 20% of the units are affordable to lower-income households.[12]

Although the City has a legal obligation to rezone the sites it has identified in its certified Housing Element, this *does not* impose a requirement on any property owner to actually develop the property, sell the property to an affordable housing developer, or in any way change the existing land use. It only ensures that *if* the property is developed, it is developed consistently with the City's plan to meet its RHNA requirements.

In addition, the current proposed action before the Planning Commission and the City Council—to adopt updates to the General Plan and Zoning Code to reflect changes in zoning for implementation of the Housing Element—does not permit or presuppose any specific development project for the sites that will be rezoned. The rezone action will only change the scope of the land uses that are authorized on the site; it will not preapprove any particular development on any of the rezoned parcels. Any subsequent project proposals, assuming they are consistent with the rezone to high density residential, will be processed by the City in accordance with its standard development application procedures, entirely separately from the rezone. Approval of the rezone will therefore not provide any kind of "regulatory shortcut" for potential future developments—all such potential developments will still be required to obtain separate City approval. In fact, *failing* to approve the proposed rezone, bringing the City out of compliance with its certified Housing Element, is what could enable potential developers to circumvent City zoning and permitting approval, pursuant to the "Builder's Remedy" provided in state law for cities who are out of compliance with Housing Element laws. (See section C., Penalties Associated with Housing Element Noncompliance, for more discussion.)

B. City's Past Commitments and Next Steps

Before adoption of the final Housing Element, the City engaged in a robust public review and comment process—at both the Planning Commission and City Council level—to ensure all residents were aware of the pending City action and had an opportunity to provide feedback. This effort included branding, a project website, business cards, newsletters and e-blasts, announcements on the City's website and social media pages, multiple workshops, a Housing

[10] Gov. Code §§ 65583.2(c), (h), (i).
[11] In this case, default density is at least 20 dwelling units per acre. See Gov. Code § 65583.2(c)(3)(B)(iii) and HCD Memorandum "Default Density Standard Option – 2020 Census Update" (March 21, 2022) *available at* https://www.hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/defaultdensity2020censusupdate.pdf.
[12] Gov. Code § 65583.2(c)

Element Focus Group, and Planning Commission and City Council study sessions and hearings. Specifically, the discussion of sites to be included for rezoning as part of the updated Housing Element occurred during at least two Citywide public workshops (on January 20, 2022 and March 16, 2022) and three joint meetings of the City Council and Planning Commission (March 23, 2021, February 22, 2022, and July 21, 2022). There was also a dedicated City webpage for the Housing Element update process, and multiple local newspaper articles published on the topic in 2022 and 2023.

In July 2022, letters were sent to all property owners whose sites were being considered for inclusion as an "opportunity site" in the Housing Element.[13] This letter notified each owner of the City's intent to include their parcel in the City's inventory for rezoning, reminded owners that this did not impose any kind of mandate to build housing, and gave owners information about how to engage with the City to have their concerns heard. This letter was sent in addition to all legally required noticing obligations for the public workshops, study sessions, and hearings the City also held.

At this time, it is not feasible or legally advisable to "reopen" the Housing Element process to reconsider sites that were selected for rezoning. The City undertook a thorough, well-publicized, two-year long process to reach this point, and, as further discussed below, risks losing its "certified" status with HCD if rezoning is not completed promptly. Members of the public were afforded many opportunities to attend City meetings and advise the City of any concerns with the inclusion of certain sites on the rezone list (and residents were always welcome to reach out to planning staff outside of the formal process for one-on-one meetings). At this stage, revisiting the sites that were approved by HCD for rezoning would not be viewed by HCD as an administrative "adjustment" to the Housing Element, but would instead constitute a major change that could subject the City to a wide range of outcomes, including a high likelihood of HCD's immediate rescission of the certification of the Housing Element.

C. Penalties Associated with Housing Element Noncompliance

In February 2024, the City received a letter from HCD identifying the City's failure to implement Program H-A (Available Sites Inventory), including the requirement to rezone at least 14 acres to accommodate all of the City's RHNA. The City provided a written response to HCD in which it identified the multiple rounds of review that were required by HCD, leading to the delay of adoption of the Housing Element and, in turn, the imposition of the stricter one-year rezoning deadline rather than the three years the City would have been entitled to had the Housing Element been certified within 120 days of its January 31, 2023 deadline.[14] In that letter, dated

[13] These letters were sent to the property owners of record for all sites identified in the City's inventory of land potentially suitable for rezoning; it is unclear why the owners of Site #10 have indicated they did not receive any correspondence, as they were included as part of the mailing list.

[14] Regardless of timing, the City committed to the specified opportunity sites in the adopted Housing Element, so while the City would have had a longer time to implement the rezoning, it would not have changed the City's commitment to the rezone sites identified in Table 58 of the Housing Element.

February 26, 2024, the City advised that it had scheduled the requisite General Plan amendments and rezoning actions for its March 5, 2024 Planning Commission meeting, with adoption by City Council anticipated to follow in April. Upon receipt of a number of public comments on the agenda item pertaining to the rezone, the Planning Commission rescheduled the item for its April meeting.

As HCD has noted, because the City is now past the January 2024 rezoning deadline, it is crucial that the rezoning actions identified in the Housing Element occur as soon as possible, so that the City may retain its certification status. Although the proposed action approving the rezones was tabled at the March 5, 2024 Planning Commission meeting, further delaying the process, it is more important than ever that the City moves forward expeditiously with the rezoning program it has already committed to as part of obtaining certification of the Housing Element. Failure to complete the required rezoning in the near future will put the City at risk of HCD rescinding its certification, which can lead to such cascading effects as:

- Suspension of the City's authority over issuance of building and zoning permits and subdivision approvals[15]
- Court-required approval of certain types of housing projects without City input[16]
- City prohibited from denying certain affordable housing projects even if inconsistent with adopted zoning and General Plan (commonly referred to as the Builder's Remedy)[17]
- Escalating financial penalties of $10,000-$100,000 per month (plus potential for multiplication of fines based on continued noncompliance)[18]
- Disqualification from various state and federal funding opportunities.

III. CONCLUSION

Because the City has received certification of its Housing Element, and is required by state law to complete a program of rezoning (as established by Implementation Program H-A) for the sites identified in the Housing Element, continued delays on this action could result in a number of adverse outcomes for the City, including, among other things, decertification and developer access to the Builder's Remedy. All property owners were given adequate notice of their rights to attend various City meetings throughout 2022 and 2023 at which the potential sites identified for rezoning were discussed; the current proposed rezoning action is simply intended to carry out the implementation program the City has already committed to.

[15] Gov. Code § 65755(a)(1)-(3).
[16] Gov. Code § 65755(a)(4)-(6).
[17] Gov. Code § 65589.5(d).
[18] Gov. Code § 65585(l)(1).

Frequently Asked Questions (FAQ) and Information Related to General Plan and Zoning Map Amendments for Housing Element Compliance

- **What is the Housing Element?**
  → The Housing Element is an element of the General Plan. The process is administered by the California Department of Housing and Community Development (HCD). The purpose of the Housing Element is to identify existing and projected housing needs in order to preserve, improve, and develop housing for all economic segments of the community. Every eight years, every City in the State is assigned a housing target or Regional Housing Needs Allocation (RHNA). The Housing Element demonstrates to the state how the City plans to zone residential land to accommodate its portion of the RHNA (St. Helena's share is 256 housing units from 2023-2031).

- **Why did the City continue the General Plan and Zoning Map Amendments (Item 5.3) from the Planning Commission Meeting on March 5th?**
  → It was brought to the City's attention that property owners within 300 feet of the sites proposed for land use changes did not receive notice of the proposed action by the Planning Commission. In order for this to occur, it was necessary to postpone the action by the Planning Commission to April 2, 2024, so the City could fulfill all the public noticing requirements of SHMC 17.04.080.

- **Does being listed as a Housing Element Housing Opportunity Site mandate that housing units be built?**
  → No. Current or future property owners of opportunity sites are in no way obligated or required to build any housing units. The sites inventory is simply how the City demonstrates to the state that we have adequate sites with the right kind of zoning to accommodate our regional housing allocation. Property owners of opportunity sites maintain complete control over whether or not their site develops in the future irrespective of zoning changes. The City may meet its RHNA through the development of other sites that are not noted as opportunity sites.

- **Is a 3-story multi-family housing project currently in process or pending approval by the City on the Spring Street parcel (Housing Element Opportunity Site #10)?**
  → No. There are no applications nor projects in process or pending approval for the site on Spring Street. Any potential project proposed in the future would be required to meet City design and development standards including parking, landscaping, setbacks, etc. noted in the zoning code which will ultimately determine the number of units that can be accommodated onsite.

- **What happens if these map amendments/zoning changes are not approved by the City Council?**
  → The state can take corrective action if the City is not in compliance with its Housing Element obligations. Such corrective actions might include de-certifying the Housing Element or notifying the Attorney General of the alleged violation. De-certification can lead to a host of potential outcomes that can negatively impact both the City and residents, including but not limited to the availability of the builder's remedy and loss of access to state funding. Government Code section 65589.5 (d) (5), known as the "Builder's Remedy," is **a provision of California's Housing Accountability Act that prevents jurisdictions without a substantially compliant housing element from denying certain housing projects, even if such projects do not comply with the jurisdiction's zoning ordinance or general plan.** Should this occur, the City may lose what discretion it has (i.e. development and design standard requirements that limit heights, require setbacks, etc.) allowing for by right development of multi-family projects on these sites (and other sites) with little City oversight.

- **How are Housing Element Opportunity Sites Selected?**
  → The state of California has strict requirements for what can and can't be included as a housing opportunity site and the City is required to meet Affirmatively Furthering Fair Housing (AFFH) mandates aimed at overcoming patterns of segregation and fostering inclusive communities free from barriers that restrict access to opportunity. The state requires plans for increased housing capacity in low density, high resource areas. A "high resource area" is an area with a greater concentration of place-based opportunities such as transit, jobs, high performing

schools, access to amenities, etc. Vacant and underutilized sites already designated for housing are given priority. Sites are evaluated for environmental concerns, utility and infrastructure access, feasibility of redevelopment during the next planning period and realistic capacity. Sites identified for lower income housing must meet certain density and site requirements, including a minimum density of 20 units per acre, parcel size between 0.5 and 10 acres, and access to high performing schools, jobs, amenities, health care facilities, and grocery stores. Parcels utilized as vineyards outside the Urban Limit Line (ULL) and zoned for agricultural purposes are not prioritized over sites within the ULL and zoned for residential purposes. Additionally, several policies in the City's adopted and state certified Housing Element require that the City promote and incentivize housing in the western portion of the City to comply with AFFH including Policies H-A, H-N, H-V and H-00.

- **Why was the Spring Street parcel (Site 10) selected?**
  → This parcel was included as a Housing Opportunity Site in the City's previous two Housing Elements (4th and 5th Cycles). This means that per state law, this site is already subject to by right approval for housing projects with at least 20% affordable units; the City can only require development and design standards in the zoning code. Per the discussion above, this site is considered vacant and underutilized, it is within the Urban Limit Line and already zoned for residential uses, it is the appropriate size, it has access to infrastructure (water, sewer and storm), and has access to high performing schools, jobs, amenities, health care facilities, and grocery stores. Furthermore, the site is on the west side of town where HCD is requiring low income units be located. Although currently a vineyard, Site 10 has been designated for residential uses in the City's General Plan since 1975 and was identified as "vacant or underutilized lands suitable for development" in the City's 1993 General Plan. The site has been zoned medium density residential since at least 1994.

- **What is the difference between Medium Density Residential and High Density Residential zoning?**
  → Medium Density Residential (MR) allows for densities between 5.1 to 16 units/acre and for two-story buildings up to 30 feet in height. High Density Residential (HR) allows for densities between 16.1 to 28 units/acre and for three-story buildings up to 42 feet in height. A proposed MR project at the maximum density is nearly identical to a proposed HR project at the minimum density in terms of unit count. State density bonus law also permits affordable housing developers to ask for concessions, incentives and the waiver of City required development standards for housing projects that meet certain affordability requirements. This means a proposed project in the MR district with a certain number of affordable units can, per state law, ask for and receive a waiver of development standards, including height. This result is that a project in the MR district could end up the same height as one in the HR district.

  It is important that the City's Housing Element remains certified by the state so the City can maintain land use controls, such as requiring development and objective design standards to ensure proposed development is compatible with the surrounding area as much as possible. The newly adopted zoning code includes robust design standards specific to multi-family housing for the purposes of ensuring the buildings meet design criteria to mitigate concerns such as massing or continuous rooflines (17.16.040 C). Should the state decertify the City's Housing Element, we will be subject to the Builder's Remedy and will have little control over what types of housing is constructed.

- **Why does the City assert that there was public outreach during the Housing Element process and public engagement, particularly as it relates to Site 10 on Spring Street?**
  → The City prepared a summary of the public engagement process for the Housing Element which is posted to the March 5th agenda page. The City did receive public comment on the proposed rezoning from MR to HR on Site 10 during the Housing Element adoption process and those public comments are included in the Appendix to the Housing Element. The commentors who submitted comments on that topic specifically were Laura Keir, Mary Wilson and Rick Crebs, therefore this information was part of the public record prior to the City Council approving the resolution for adoption of the Housing Element on May 9, 2023.

- **Who can I contact for more information?**
  → Senior Planner Aaron Hecock: ahecock@cityofsthelena.org

MEMORANDUM

DATE: March 4, 2024

TO: Planning Commission

FROM: Aaron Hecock, Senior Planner

RE: Housing Element Public Participation Process Summary

As the 2023-2031 6th Cycle Housing Element process began over 3 years ago, staff prepared this memorandum to summarize some important information and dates for those who may not have followed the process along the way.

Kickoff / Purpose

In February 2021, the City of St. Helena kicked off the update to the City's Housing Element for the 2023-2031 planning period. The purpose of the Housing Element is to identify and analyze existing and projected housing needs in order to preserve, improve, and develop housing for all economic segments of the community.

Focus Group

As part of the Housing Element Update, the City formed a Focus Group to assist in the development and review of the document. The Focus Group served as a technical working group that assisted in generating ideas and commenting on direction. Recommendations from the Focus Group were used to revise drafts of the Housing Element and provide recommendations to the Planning Commission and City Council. The members of the Focus Group were as follows:

- City Councilmember Paul Dohring (now Mayor)
- Planning Commissioner Autumn Anderson
- Planning Commissioner Rosaura Segura (former Planning Commissioner)
- Jennifer La Liberte (Our Town St. Helena)
- Mary Koberstein (former Councilmember)

Public Engagement

In response to the need for public participation, City planning staff worked with its consultants to develop a robust community engagement program tailored to ensure the community and other stakeholders were engaged in the process and are given ample opportunities to provide input. The engagement program included branding, a project website, business cards, newsletters and eblasts, announcements on the City website and social medial, multiple workshops, a Housing Element Focus Group (described above), and Planning Commission and City Council study sessions and hearings. The workshop and study sessions are summarized below:

The City held three public workshops on the Housing Element.

- Workshop #1, held September 16, 2021, provided an introduction to Housing Elements and the Reginal Housing Needs Allocation (RHNA).
- Workshop #2, held January 20, 2022, included a discussion of the sites inventory process and a walkthrough of potential housing sites.
- Workshop #3, held March 16, 2022, focused on Affirmatively Furthering Fair Housing (AFFH) in St. Helena. The workshop included a discussion of state requirements, initial findings from the draft AFFH analysis, and potential meaningful actions to overcome fair housing issues in the community.

The City held three joint Planning Commission and City Council public study sessions.

- Session #1, held on March 23, 2021, provided information on housing element requirements, legislative guidelines, project schedule and public outreach.
- Session #2, held on February 22, 2022, discussed the RHNA and the draft sites inventory.
- Session #3, held on July 21, 2022, was to receive public comment on the public review draft Housing Element Update and for the Planning Commission and City Council to provide direction on revisions and additions.

In addition to having a dedicated Housing Element Update website (www.sthelenahousing.com), there were several newspaper articles written on the Housing Element Update process (see below) and the City provided regular updates through social media posts and eblasts. More than 30 people signed up to receive housing element update emails. Staff attempted to make the process extremely transparent and open for public participation. The St. Helena Star published periodic articles about the Housing Element update process which can be viewed at the links below (this list is not intended to be exhaustive):

January 12, 2022 – Housing Sites Community Workshop:
https://napavalleyregister.com/news/community/star/news/city-of-st-helena-hosts-community-workshop-on-housing/article_1969d331-188b-59ec-962d-bbc21bf3d88d.html

January 25, 2022 – Housing Sites:
https://napavalleyregister.com/news/community/star/news/st-helena-mulls-potential-housing-sites/article_066395c4-66cd-5dcf-80f9-18b2cbdcd1d4.html

February 15, 2022 – Housing Opportunity Sites Joint PC/CC Meeting:
https://napavalleyregister.com/news/community/star/news/st-helena-to-discuss-housing-opportunity-sites/article_a3f7cc3d-6348-517a-9a86-78910914b04b.html

March 8, 2022 – AFFH Community Workshop:
https://napavalleyregister.com/news/community/star/news/st-helena-hosts-housing-workshop-march-16/article_875ff706-0785-5258-9fbd-9e71cb7a259a.html

July 5, 2022 – Draft Housing Element Released for Public Review:
https://napavalleyregister.com/news/community/star/news/st-helena-releases-draft-housing-element-for-public-review/article_f2e29c56-fc97-11ec-882d-331c870311f3.html

July 19, 2022 – Joint PC/CC Meeting on Draft Document:
https://napavalleyregister.com/news/community/star/news/st-helena-to-hear-input-on-housing-plan/article_0ad2b244-0781-11ed-b1a0-63a6d91f1859.html

May 13, 2023 – Housing Element Adoption:
https://napavalleyregister.com/news/local/st-helena-adopts-long-range-housing-plan/article_cdba794e-ef85-11ed-a41b-5f658bfe695d.html

September 26, 2023 – State Approved Housing Element:
https://napavalleyregister.com/news/community/star/housing-st-helena/article_74be9f28-5bd2-11ee-98c0-87121f8f88f5.html

Opportunity Sites Selection

Vacant and underutilized sites throughout the city were considered as potential for housing development. Site selection for the residential site inventory started with City owned sites where residential development is in line with short-term City goals, then vacant and nonvacant sites zoned for residential use, and lastly sites that could be rezoned to accommodate residential development or residential development at a higher density. Several constraints were considered for each site, including environmental concerns, utility or infrastructure access, feasibility of redevelopment during the next planning period, and realistic capacity assumptions. Sites identified for lower income housing must meet certain density and site requirements, including a minimum density of 20 units per acre, parcel size between 0.5 and 10 acres, and access to high performing schools, jobs, amenities, health care facilities, and grocery stores.

In July 2022, letters were sent to all property owners of sites being considered as a housing opportunity site notifying them that their property had been identified, that they are under no mandate or obligation to build housing, and that the City would like to discuss the matter with them including any site constraints, long-term plans for the property, etc. so that we could better understand their position on a potential land use change. The template used for this letter is attached to this Memorandum for review. While this letter did not identify a specific zoning change, the housing opportunity sites were discussed in detail beginning on page 2-149 and shown on Figure 48 in the Public Review Draft Housing Element released to the public on June 29, 2022. The proposed General Plan and zoning changes for each site were identified on Tables 38 to 49 of the draft Housing Element. The draft document and all subsequent versions were available for review on the City's website, on the dedicated Housing Element website, and at City Hall throughout the process.

Public Hearings for Adoption

In addition to the public workshops and joint Planning Commission/City Council meetings described above, the following noticed public hearings were conducted in order to consider and adopt the City's 2023-2031 6th Cycle Housing Element and legal ads were published in the Napa Valley Register in accordance with public hearing procedures:

- May 2, 2023: Planning Commission recommendation that the City Council adopt the draft Housing Element.

- May 9, 2023: Formal adoption of the draft Housing Element by the City Council.

Attachments

1) Property Owner Notification – Opportunity Sites

July 27, 2022

City of St. Helena
Planning Department
1572 Railroad Avenue
St. Helena, CA 94574

Property Owner
Address
St. Helena, CA 94574

Re: Planning for Future Housing in St. Helena – Your Property at Address Here and the City of St. Helena Housing Element Update

Dear Property Owner:

The City of St. Helena is updating its Housing Element, a state-mandated document establishing the city's long-term housing plan, which is updated at specific time intervals. The current update will cover an eight-year period, 2023-2031, termed the 6th Cycle. Part of the Housing Element involves designating areas of the city for new homes to accommodate the city's fair share forecasted housing growth (also known as the regional housing allocation). To do that, and to comply with state law, St. Helena must look at various properties throughout the city that could feasibly and practically accommodate the over 250 housing units that the Association of Bay Area Government (ABAG) and the State has assigned St. Helena. Attached is an informational bulletin that provides additional information on the Housing Element update process.

Based on certain site criteria, your property has been identified as a possible site that could help accommodate future housing units. Please note that this is a state required planning exercise and as the current property owner you are in no way obligated or required to build any homes if your property is ultimately selected as a housing opportunity site as part of the Housing Element update. Listing sites in inventory is simply how we demonstrate to the state that we have adequate sites with the right kind of zoning to accommodate our regional housing allocation, which is explained in greater detail in the attached bulletin. Property owners of sites listed in opportunity sites inventory will maintain complete control over whether or not their sites develop in the future. Furthermore, being identified as a housing opportunity site does not necessarily mean that the current use on the site would be removed and replaced; in some cases, potential future housing could be added in conjunction with existing uses.

As the city continues to analyze potential sites, we would like to discuss the matter with you to answer any questions you may have regarding the site selection and long term housing plan process. We would also like to understand more about any constraints on the property, such as

long-term leases or plans for development, so that we can better understand your position regarding a potential change in land use on your property.

Please contact Aaron Hecock, Senior Planner, via email at ahecock@cityofsthelena.org or via phone at (707) 968-2747. More information on the city's Housing Element update is available on the designated website st.helenahousing.com. The Housing Element update process will continue throughout the next year and there will be numerous opportunities for additional public participation and input.

We look forward to hearing from you.

Sincerely,

Aaron Hecock, AICP
Senior Planner

Attachment: Newsletter #1

ST. HELENA
CALIFORNIA
HOUSING ELEMENT
2023 - 2031

NEWSLETTER #1: HOUSING ELEMENT OVERVIEW

St. Helena Housing Element Update!

We are excited to announce that in February 2021, the City of St. Helena kicked off the update to the City's Housing Element. The update is scheduled to take approximately two years, and throughout the process, we invite the public to be part of the planning process and provide input on how St. Helena should provide housing over the planning period (2023-2031).

What is a Housing Element?

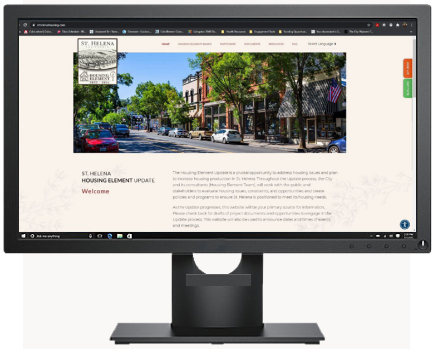
Since 1969, every jurisdiction in California has been required to have a Housing Element as part of their General Plan. Unlike other mandatory General Plan elements, the Housing Element must be updated every eight years and is subject to review and approval by the California Department of Housing and Community Development (HCD). Major components of the Housing Element include a housing needs assessment, the identification of sites for housing at all income levels, a review of constraints to housing, and updated policies and programs to carry out the goals of the updated element.

The City's current 2014-2022 Housing Element was adopted in 2015 and was part of the 5th Cycle of housing element updates in the State. This update for the 2023-2031 Housing Element is part of the 6th Cycle of housing element updates. Between the 5th and 6th Cycles, the State has passed over a dozen of new housing laws, many of which aim to lower barriers to building affordable housing. These will all be addressed with this update.

Another major addition to the 6th Cycle Housing Element Update is the inclusion of an Affirmatively Furthering Fair Housing analysis. This analysis will examine housing practices in the city to identify any areas that may perpetuate housing inequities in the community. Once identified, the Housing Element will create policies and programs to help work towards more equitable housing practices.

Visit the Project Website to:

- Stay informed
- Find out about upcoming meetings and events
- Sign-up for email updates
- Share your ideas



sthelenahousing.com

Have questions?

City of St. Helena
Aaron Hecock, Senior Planner
ahecock@cityofsthelena.org

What does a Housing Element do?

The purpose of a Housing Element is to:

- Provide an assessment of current and future housing needs
- Identify opportunities and constraints on housing production
- Establish goals, policies, and programs to meet those needs
- Update City practices and regulations to reflect new State laws

A Housing Element identifies strategies and programs that focus on:

- Conserving and improving existing affordable housing
- Maximizing housing opportunities throughout the community
- Assisting in the provision of affordable housing
- Removing governmental and other constraints to housing investment
- Promoting fair and equal housing opportunities

PROCESS

Phase 1:
INITIATION

What to expect:

- Website goes live
- Newsletter #1
- City Council (CC) and Planning Commission (PC) Joint Study Session

Phase 2:
HOUSING ELEMENT UPDATE

What to expect:

- Community Workshops #1-3
- CC/PC Joint Study Session
- Public Review Draft Housing Element

Phase 3:
PUBLIC HEALTH AND SAFETY ELEMENT UPDATE

What to expect:

- Community Workshop #4
- CC/PC Joint Study Session
- General Plan and Zoning Code Amendments

Phase 4:
PUBLIC REVIEW DRAFT HOUSING ELEMENT

What to expect:

- Community Workshop #5
- Newsletter #2
- PC Study Session
- CC Study Session

Phase 5:
HCD REVIEW AND COORDINATION

What to expect:

- HCD Draft Housing Element
- Meeting with HCD
- Response to HCD comments

Phase 6:
ENVIRONMENTAL DOCUMENTATION

What to expect:

- Preparation of environmental analysis
- Addendum to General Plan EIR

Phase 7:
PUBLIC REVIEW AND ADOPTION

What to expect:

- Planning Commission public hearings
- City Council public hearings
- Final Housing Element
- Transmittal to HCD

What is RHNA?

In the process of updating the Housing Element, each jurisdiction is required to accommodate its fair share of the regional housing need. The Regional Housing Needs Allocation (RHNA) is the process used to determine housing allocations for each jurisdiction. As part of the RHNA, HCD determines the total number of housing units needed across California over the next decade. The Association of Bay Area Governments/Metropolitan Transportation Commission (ABAG/MTC) is then tasked with developing a methodology to determine the number of housing units for which each Bay Area jurisdiction is required to provide sites.

Under State law, the RHNA is assigned to the following four income categories:

- Very low household income
- Low household income
- Moderate household income
- Above moderate household income

The household income for each of these categories is based on a percentage of the Area Median Income (AMI). The breakdown of these categories is shown in Table 1.

Table 1: Income Categories

Income Category	Percent of AMI
Very low	<50%
Low	51-80%
Moderate	81-120%
Above Moderate	>120%

In February 2021, ABAG/MTC updated their methodology for RHNA allocations to all Bay Area jurisdictions, which is expected to be finalized in Spring 2021. The City of St. Helena's draft RHNA requirement is shown in Table 2. Table 2 also illustrates that St. Helena will be responsible for identifying housing sites that can support 223 more housing units than required in the 5th Cycle. Across the state, jurisdictions are facing similar challenges.

Table 2: 5th Cycle and 6th Cycle RHNA Comparison

Cycle	Lower		Moderate	Above Moderate	Total RHNA
	Very Low	Low			
5th Cycle	8	5	5	13	31
6th Cycle	103	59	26	66	254
Change	+95	+54	+21	+53	+223

The inventory and analysis of adequate sites is a labor-intensive and potentially controversial component of the Housing Element Update process. St. Helena will need to evaluate General Plan land uses and the zoning ordinance to determine whether there is enough land available to accommodate the assigned RHNA allocation for each income category. If unable to accommodate the RHNA, St. Helena will need to plan to rezone enough land to meet the RHNA obligation.

How can you make a difference?

Get Involved!

For the Housing Element to truly represent the community's vision for the future, we need your help. The success of this planning effort will depend on the input of the community, and we have provided a range of ways to hear your ideas for the future of St. Helena. You can participate as much or as little as you like, from attending public meetings and community workshops to providing input online from the comfort of your home.

Visit the Project Website

The project website (**sthelenahousing.com**) is the hub for timely updates with information on the status of the project, announcements of upcoming workshops and meetings, and publication of key documents.

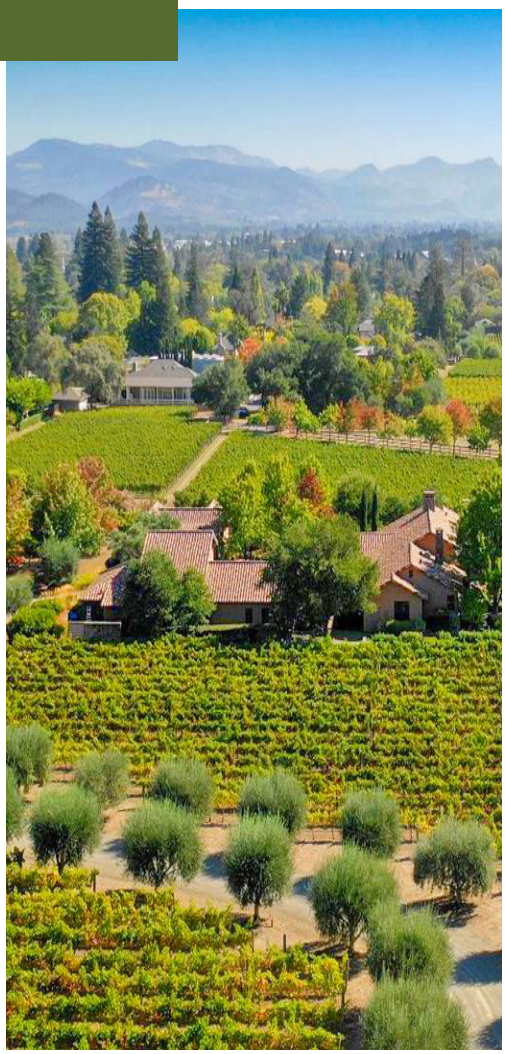
Sign-up for Email Updates

You can join the email list on the project website (**sthelenahousing.com**). By signing up, you will be notified when the City releases new documents and announces meetings, workshops, and other events.

Join Meetings and Public Workshops

Not only are these great opportunities to learn about the Housing Element update, but meetings and workshops are also a great place to share your ideas and connect with the community.

Visit sthelenahousing.com for more information.



STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

February 5, 2024

Maya DeRosa, Director
Community Development Director
City of Saint Helena
1572 Railroad Avenue
St. Helena, CA 94574

RE: Saint Helena Housing Element Implementation – Corrective Action Letter

Dear Maya DeRosa:

The California Department of Housing and Community Development (HCD) has reviewed the City of Saint Helena's (City) obligations under the housing element and hereby issues its written findings that the City has failed to implement Program H-A (Available Sites Inventory) included in its housing element.

HCD requests that the City review this correspondence and provide a written response to these findings within 30 days and no later than March 6, 2024. HCD will review and consider the City's written response before taking any action authorized by Government Code section 65585, subdivisions (i) and (j). As noted below, such action could include revoking HCD's finding that City's housing element is in substantial compliance with California's Housing Element Law and/or referral to the California Office of the Attorney General.

State Housing Element Law

Pursuant to Government Code section 65588, subdivision (e)(4)(C), if a local government fails to adopt a compliant housing element within 120 days of the statutory deadline (January 31, 2023), then any rezoning pursuant to Government Code sections 65583, subdivision (c), and 65583.2, subdivision (c), shall be completed no later than one year from the statutory deadline (January 31, 2024).

In addition, HCD must review any action or failure to act by a City that it determines to be inconsistent with an adopted housing element or section 65583 generally, and it must issue written findings to the City accordingly. (Gov. Code, § 65585, subd. (i)(1).) HCD must give the City a reasonable time, no longer than 30 days, to respond to these findings. (Gov. Code, § 65585, subd. (i)(1)(A).) If HCD does not receive a written response from the City within 30 days, or the response does not demonstrate that the program action has been implemented, then HCD will revoke its findings that the City's

housing element substantially complies with State Housing Element Law. (Gov. Code, § 65585, subd. (i)(1)(B).)

Additionally, HCD may notify the California Office of the Attorney General when a City takes actions that are inconsistent with an adopted housing element or Government Code sections 65583 and 65915, among other laws. (Gov. Code, § 65585, subd. (j).)

Findings

On September 25, 2023, HCD found the City's housing element in substantial compliance with State Housing Element Law. HCD based its compliance finding on, among other things, a commitment to implement Program H-A to rezone 206 units to accommodate the City's Regional Housing Needs Allocation (RHNA) and make prior identified sites available one year from the statutory deadline (January 31, 2023), in accordance with Government Code sections 65583, subdivision (c), and 65583.2, subdivision (c).

Pursuant to an email communication received on February 1, 2024, the City expects to complete the necessary rezones by June 2024. Based upon this information, HCD finds that the City has failed to implement the required rezone program actions within the statutorily required timeframe.

Next Steps

HCD provides the City until March 6, 2024 to send a written response to these findings. If you have questions, need additional information, or wish to schedule a meeting, please contact me at Melinda.Coy@hcd.ca.gov or Fidel Herrera at fidel.herrera@hcd.ca.gov.

Sincerely,

Melinda Coy
Proactive Housing Accountability Chief

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

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DIVISION OF HOUSING POLICY DEVELOPMENT
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March 26, 2024

Anil Comelo, City Manager
City of Saint Helena
1088 College Avenue
Saint Helena, CA 94574

RE: Revocation of Housing Element Compliance Finding – City of Saint Helena

Dear Anil Comelo:

The California Department of Housing and Community Development (HCD) is hereby notifying the City of Saint Helena (City) that HCD has revoked, as of the date of this letter, its September 25, 2023 finding that the City's housing element is in substantial compliance with State Housing Element Law (Gov. Code, § 65580 et seq.). The City had adopted this housing element on May 9, 2023.

On February 5, 2024, HCD issued the City its written findings that the City had failed to implement Program H-A (Available Sites Inventory) included in its housing element pursuant to Government Code section 65583, and that this failure brought the City's housing element out of substantial compliance with State Housing Element Law. HCD provided the City with 30 days to respond to HCD's written findings pursuant to Government Code section 65585, subdivision (i)(1)(A).

On February 26, 2024, HCD received the City's response to HCD's written findings. The City's response does not demonstrate implementation of Program H-A. HCD thus finds that the City's housing element is no longer in substantial compliance with State Housing Element Law. Consequently, HCD is revoking its finding of the City's housing element compliance, as authorized by Government Code section 65585, subdivision (i)(1)(B). HCD's determination of non-compliance will remain in effect until the City completes required rezone actions in Program H-A. Once the City completes this program action, a copy of the resolution or ordinance should be transmitted to HCD. HCD will review the documentation and issue correspondence identifying the updated status of the City's housing element compliance.

HCD is committed to assisting all localities in achieving and retaining substantial compliance with State Housing Element Law. If you have questions or need additional information, please contact Reid Miller at reid.miller@hcd.ca.gov.

Sincerely,

David Zisser
Assistant Deputy Director
Local Government Relations and Accountability

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

1572 Railroad Ave.
St. Helena, CA 94574
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www.cityofsthelena.org

November 24, 2020

Jesse Arreguin, President
Association of Bay Area Governments (ABAG)
Bay Area Metro Center
375 Beale Street Suite 800
San Francisco, CA 94105

Re: Proposed RHNA Methodology and Subregional Shares

Dear President Arreguin:

The City of St. Helena would like to thank the ABAG Housing Methodology Committee (HMC) for its important work and for the opportunity to provide HMC with more insight on how the Regional Housing Needs Allocation Proposed Methodology dated October 2020 would affect a small, rural community like St. Helena. We have carefully reviewed the Proposed Methodology and submit the following comments as part of the public comment period on the Proposed RHNA Methodology and Draft Subregion Share:

- The St. Helena General Plan designates nearly 50% of the incorporated areas as agriculture and open space with an additional 15% being heavily wooded areas on steep mountainous slopes (designated Woodlands and Watershed), leaving relatively limited in-fill capacity for development at densities needed to accommodate the allocation targets under the draft methodology.
- The recently adopted General Plan assumed up to 332 new housing units through year 2040 or approximately 15 units a year.
- The proposed RHNA assignment of 171 units over an 8-year planning period requires 21.375 units per year to be constructed, a 42.5% increase over the annual growth rate contemplated by the current General Plan. While St. Helena recognizes that all cities must share in the region's need to build new housing, this is a faster growth rate than anticipated in the City's planning documents.
- The accelerated growth required by these RHNA assignments will escalate the need for expanded and updated infrastructure; how are small communities like St. Helena going to pay for this infrastructure? We will enthusiastically work with ABAG-MTC and other local governments to advocate for additional State funding to assist with expanded and updated infrastructure in support of affordable housing projects.
- Although St. Helena is served by the Vine, Napa County's public transit system, this system is seldom used by those who have access to cars – in other words, it does not draw significant

numbers of commuters who either work in St. Helena or who live in St. Helena and work elsewhere. As a result, except where construction of low and moderate income housing enables workers to live closer to their place of employment, housing development beyond that contemplated by the City's General Plan would increase VMT and traffic congestion, and would not support greenhouse gas (GHG) emission reduction targets.

- Small, rural, agricultural communities are not appropriate locations for "high-rise" residential housing which further limits their ability to increase density.
- Our ability to assume more growth in the City became further constrained on October 27, 2020, when the City of St. Helena declared a Phase 2 water emergency. No new water connections are permitted during a Phase II emergency.
- The hills and mountains that frame the Napa Valley are in PG&E's Tier 3 high fire risk zone and have proven to be high fire hazard areas as evidence by the Tubbs, Atlas, Hennessy (LNU Complex), and Glass fires of 2017 and 2020; this further limits our ability to accommodate additional growth outside existing urban limits.
- Placing homes near job centers and away from natural hazards (fire severity zones etc.) and preserving agricultural and open space areas should be given a high priority to avoid the inadvertent loss of farmland and open space and to reduce the significant cost of emergency mitigation and assistance.
- The aggregate total of St. Helena units in Table 5 should be 171, not 172. The proposed distribution by income category is:
  - Very Low: 46
  - Low: 27
  - Moderate: 27
  - Above Moderate: 71
- Upon the arrival of the COVID-19 pandemic in the Spring of 2020, a paradigm shift has occurred in urban centers around the world relating to commuting patterns and the density of cities identified as job rich centers. Many of the current telecommuting arrangements from Silicon Valley's technology giants are expected to remain post COVID-19. The region is also experiencing an exodus of workers leaving the Bay Area for Sacramento and other more affordable areas outside the region which will have impacts for years to come. Has ABAG and the RHNA Methodology Committee considered how these demographic shifts may change the assumptions?
- The City of St. Helena has faced extraordinary economic challenges this year due to the pandemic and the wildfires. Under these circumstances, it will be important for RHNA to avoid placing a disproportionate adverse financial impact on small, rural communities like ours.

The City of St. Helena appreciates this opportunity to review and comment on this very important housing growth strategy as our region prepares to begin the Housing Element update process. If you have any questions, please do not hesitate to contact me at mderosa@cityofsthelena.org.

Best regards,

Maya DeRosa, AICP
Planning and Building Director
City of St Helena

cc: Mayor and City Council
Planning Commission
Mark T. Prestwich, City Manager
Aaron Hecock, AICP, Senior Planner
Ethan Walsh, City Attorney

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July 7, 2021

Jesse Arreguin, President
Association of Bay Area Governments (ABAG)
Bay Area Metro Center
375 Beale Street Suite 800
San Francisco, CA 94105

Re: Final RHNA Methodology and Subregional Shares

Dear President Arreguin:

The City of St. Helena recognizes the significant milestone of the ABAG Executive Board approving the Final RHNA on May 20, 2021. We further recognize the State is in a housing crisis and HCD and ABAG are leading agencies on the forefront of planning for each subregion to meet this challenge. This letter serves the purpose to convey our concerns with the additional 83 very low and low income "equity adjustment" beyond the 171 units we received in October 2020. While we are not filing an appeal, we find that the 254 unit RHNA assignment poses a legitimate threat to the City's safety and water supply as articulated further below.

- Fire Hazard: In 2020 the City of St. Helena experienced a local emergency as the Glass Fire consumed 67,000 acres of vegetation in Napa and Sonoma Counties as well as damaging 14 structures in the city limits. It was a sober lesson that the City cannot plan for additional housing growth in this PG&E Tier 3 high risk zone as our hillside areas contain high amounts of fire fuel. Unlike many larger Bay Area cities that have no fire hazard areas which can therefore accommodate housing infill, St. Helena's land availability is very constrained and consequently there is a very diminished land capacity that can be assumed for housing growth. Additionally, our relatively remote, rural location with limited emergency evacuation routes presents a particularly concerning safety hazard to both our existing and future residents.

- Water Shortage: As communicated in our November 24, 2020 letter to ABAG, our ability to assume more growth in the City became further constrained on October 27, 2020, when the City of St. Helena declared a Phase II water emergency, which occurs when the projected water supply is not sufficient to meet projected demands from the City's existing customers without significant conservation measures being implemented. This has had an immediate impact upon our development potential as no new water connections are permitted during a Phase II emergency. Since we submitted our last correspondence to ABAG related to the RHNA, our water emergency has become more urgent and residents are currently under water rationing requirements and subject to fines and penalties. A link to a recent article is noted below.

https://napavalleyregister.com/community/star/news/st-helena-calls-on-water-customers-to-cut-consumption-by-30/article_108f155f-2693-5c3d-830a-35385325bfe4.html

The City is in the process of conducting analyses of its existing water supply to better assess its ability to meet current and future demand, as well as exploring additional water resources including but not limited to developing recycled water infrastructure that can be used for irrigation and other non-potable purposes. While the current drought is the impetus for the Phase II emergency, it has raised significant concerns about the City's ability to accommodate its existing users, let alone significant new development of the type contemplated by the City's RHNA numbers. We find that our circumstances will result in a likely diminished ability to rely on our local groundwater supply to meet our current domestic water supply needs. This could put the City in an untenable position, stuck between our obligations and desires to both provide our fair share of housing within the region, and ensure the health, safety and welfare of existing and future residents by ensuring an adequate water supply.

- "Equity Adjustment" : In February 2021, ABAG released the updated Draft RHNA with the equity adjustment for 49 jurisdictions exhibiting above average racial and economic exclusion using a composite score based on the jurisdiction's divergence index score (a measure of segregation) and percent of the jurisdiction's households above 120% AMI. We were disappointed to find that our City was further penalized after articulating the many land and infrastructure constraints in our November 24, 2020 letter. We find the equity adjustment did not take into account the aforementioned special circumstances in the City of St. Helena.

In closing, the State of California envisions both wildfires and droughts getting worse with climate change. This is not just about a current drought or related increased fire risk, but reflects a long term reduction in water availability and growth in wildfire danger. Regionally, other larger communities in the Bay Area have a better ability to adjust to drought and have reduced issues with wildfire and we ask that ABAG consider this constraint in future RHNA methodology considerations. The City of St. Helena appreciates this opportunity to share our ongoing concerns with the RHNA assignment. If you have any questions, please do not hesitate to contact me at mderosa@cityofsthelena.org.

Best regards,

Maya DeRosa, AICP
Planning and Building Director
City of St Helena

cc: Mayor and City Council
Planning Commission
Mark T. Prestwich, City Manager
Aaron Hecock, AICP, Senior Planner
Ethan Walsh, City Attorney

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St. Helena Housing Element Update Preliminary Site Inventory

The following report outlines the preliminary site inventory for St. Helena's 6th Cycle Housing Element. This site inventory was completed consistent with HCD's Site Inventory Guidebook and following an analysis of RHNA credits, which included pending housing projects within the city and ADU trends expected over the next 8-year housing cycle. After determining RHNA credits, specific sites were considered for potential for housing development starting with City owned sites, then vacant and nonvacant sites zoned for residential use, and lastly sites that could be rezoned to accommodate residential development or residential development at a higher density. Several constraints were considered for each site, such as environmental concerns, utility access, feasibility of redevelopment during the next planning period, and realistic capacity assumptions. Sites identified for lower income housing must meet certain density and site requirements, including a minimum density of 20 units per acre, parcel size between 0.5 and 10 acres, and access to high performing schools, jobs, amenities, health care facilities, and grocery stores.

Sites throughout the city were evaluated using the site requirements and site-specific constraints to compile a list of potential sites. The list of potential sites was presented at two separate focus group meetings (December 16, 2021 and January 27, 2022) and a community workshop (January 20, 2022) to collect feedback from interested parties and the community. Table 1 shows a summary of the total number of housing units that can be accommodated under this preliminary site inventory. The inventory provides enough sites to meet and exceed the City's RHNA allocation and buffer requirements, especially for above-moderate units. Therefore, there is flexibility on the sites as the Housing Element Update continues through the process and HCD review.

Table 1 Summary of Housing Units

	Lower Income	Moderate Income	Above Moderate Income	Total
Pending Projects	0	0	92	92
ADU Trends	0	0	72	72
Preliminary Sites	203	62	54	319
Total	**203**	**62**	**218**	**483**
St. Helena RHNA plus 20% Buffer	192	31	79	302
Surplus	11	31	139	181

Site 1: 1480 Main Street (APN 009-211-016)

Table 2 Site Summary

Current Use	Fire Stations and Vacant Structures
Parcel Size	1.66 acres (0.9 acres available for redevelopment)
Existing General Plan Land Use	Central Business and Public/Quasi-Public
Existing Zoning	Public/Quasi-Public
Proposed Land Use and Zoning	Mixed-Use
Allowed Density	12 to 20 units/acre
Assumed Density	20 units/acre
Site Capacity	22 units
Income Category	22 Lower Income

Site 1 is a 1.66-acre property owned by the City of St. Helena located at 1480 Main Street. City goals are in line with mixed-use residential redevelopment of a portion of the site fronting Main Street. Current uses on-site include the St. Helena Fire Department on the northern portion of the site and a vacant one-story building on the southwestern portion of the site. A General Plan Amendment and Rezone change would be required to change the land use and zoning designation from Public/Quasi-Public to Mixed-Use.

The site developable area is assumed to be approximately 0.9 acres, with the removal of the vacant building on the southwestern portion of the site. A capacity analysis of the site assumed approximately 80% of the available site area would accommodate housing development (the remaining 20% of the site is reserved for potential landscaping and other site improvements required by the City's development standards) and a 50% density bonus. Therefore, the site can accommodate approximately 22 lower income units under the maximum density under Mixed Use of 20 units per acre.

Site Capacity Calculations:

$$\left[\left(0.9\ \text{acres} * \frac{20\text{units}}{\text{acre}}\right) + 50\%\ \textit{density bonus}\right] \text{x}\ 80\% \ = \ \mathbf{22\ units}$$

Site 2: 1572 Railroad Avenue (APN 009-193-002)

Table 3 Site Summary

Current Use	City Hall
Parcel Size	0.93 acres
Existing General Plan Land Use	Public/Quasi-Public
Existing Zoning	Business and Professional Office
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Assumed Density	26 units/acre
Site Capacity	30 units
Income Category	30 Lower Income

Site 2 is a 0.93-acre property owned by the City of St. Helena located at 1572 Railroad Avenue. City goals are in line with residential redevelopment of a portion of the site. This site is currently used as a temporary location for City Hall. A General Plan Amendment and Rezone would be required to change the land use and zoning designation to High Density Residential.

The entire 0.93-acre site is able to be redeveloped with the removal of the existing buildings. Therefore, the site can accommodate 30 lower income units, with the assumption the site would receive a 50% density bonus and that 80% of the site will accommodate housing (20% of the site is reserved for landscaping and other site improvements). The assumption that the site would be developed at the maximum allowed density of 26 units per acre for High Density Residential zoning and that 100% of the units would be lower income units is reasonable given this site is owned by the City.

Site Capacity Calculations:

$$\left[\left(0.93 \text{ acres} * \frac{26\text{units}}{\text{acre}}\right) + 50\%\ \textit{density bonus}\right] \text{ x } 80\% \ = \ \mathbf{30\ units}$$

Site 3: 905 Main Street (APN 009-180-008)

Table 4 Site Summary

Current Use	Vacant
Parcel Size	0.27 acres
Existing General Plan Land Use	Mixed-Use
Existing Zoning	Service Commercial
Proposed Land Use and Zoning	Mixed-Use
Allowed Density	12 to 20 units/acre
Assumed Density	20 units/acre
Site Capacity	5 units
Income Category	5 Above Moderate

Site 3 is a 0.27-acre property located at 905 Main Street. The property is a vacant site in a location prime for development along Main Street. In addition, the property owner has expressed interest in development of the site with housing. A zoning change would be required to change the zoning designation from Service Commercial to Mixed-Use, which would bring the property into conformance with the existing General Plan land use designation.

The site is vacant and the entire 0.27-acre site is able to be developed. Therefore, the site can accommodate 5 above moderate-income units, using a density assumption of 20 units per acre.

Site 4: Main Street between Mills Lane and Dowdell Lane (APN 009-660-005)

Table 5 Site Summary

Current Use	Vacant
Parcel Size	1.8 acres
Existing General Plan Land Use	Service Commercial
Existing Zoning	Service Commercial
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Assumed Density	20 units/acre
Site Capacity	36 units
Income Category	36 Lower Income

Site 4 is a 1.8-acre property located on Main Street between Mills Lane and Dowdell Lane. The property is a vacant site in a location prime for development along Main Street. Our Town St. Helena (OTSH) is currently in negotiations to develop property as an affordable housing project. The capacity analysis completed by OTSH indicated high density land use is appropriate for the site. A General Plan Amendment and Rezone would be required to change the land use and zoning designation from Service Commercial to High Density Residential.

The entire site is vacant and OTSH conducted a site analysis to determine a feasible number of units they could develop on-site, given its location and shape. It was concluded the site can accommodate 36 lower income units, which is a density of approximately 20 units per acre. OTSH intends to develop a 36-unit housing development with 100% lower income units.

Site 5: 709 and 741 McCorckle Avenue (APN 009-100-031, -032)

Table 6 Site Summary

Current Use	Single Family Residences
Parcel Size	1.8 acres
Existing General Plan Land Use	Medium Density Residential
Existing Zoning	Medium Density Residential
Proposed Land Use and Zoning	Medium Density Residential
Allowed Density	5.1 to 16 units/acre
Assumed Density	5.1 units/acre
Site Capacity	8 units
Income Category	8 Above Moderate

Site 5 is composed of two adjacent properties that total 1.8 acres located at 709 and 741 McCorkle Avenue. Both properties are underutilized with one single family residence and with large undeveloped space on each property. One of the property owners expressed interest in subdividing the property pursuant to SB9, which would allow each lot to be split into two lots with development of up to two units on each lot. The current zoning designation is Medium Density Residential and no changes to land use or zoning are proposed.

The sites are composed of two single family lots which can each be split into two lots with development of up to 2 units on each lot, pursuant to SB9, for a total of 8 above-moderate units (a net increase of 6 units). In addition, each lot could develop ADUs for a total capacity of 10 units. The capacity assumption assumes a total of 8 units (4 on each property), which is conservative given then underlying land use and zoning designation could allow redevelopment

Site 6: 821 Pope Street (APN 009-503-001)

Table 7 Site Summary

Current Use	Single Family Residence
Parcel Size	1.0 acres
Existing General Plan Land Use	High Density Residential
Existing Zoning	High Density Residential
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Assumed Density	20 units/acre
Site Capacity	20 units
Income Category	10 Lower and 10 Moderate

Site 6 is a 1.0-acre property located at 821 Pope Street. The site is underutilized with one existing single-family residence and large undeveloped areas on-site. Land use designations and existing development surrounding the site consist of multi-family housing. The current zoning designation is High Density Residential and no changes to zoning are proposed.

Development of the entire 1.0-acre site could accommodate 20 units, 10 lower income units and 10 moderate income units, with a density of 20 units per acre. This is a conservative estimate given that the High Density Residential land use designation allows a maximum density of 26 units per acre.

This site was included in the 5th Cycle Housing Element and is considered non-vacant, therefore requiring by-right approval for projects with at least 20% affordable units.

Site 7: 882 and 886 College Avenue (APN 009-070-043, -044, -045)

Table 8 Site Summary

Current Use	Vacant
Parcel Size	1.5 acres
Existing General Plan Land Use	Public/Quasi-Public
Existing Zoning	A-20 (Agriculture)
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Assumed Density	20 units/acre
Site Capacity	30 units
Income Category	30 Lower

Site 7 is composed of three adjacent properties that total 1.5 acres located at 882 and 886 College Avenue. The site is adjacent to areas with existing multi-family development. All three properties are vacant and are owned by a single property owner who has expressed interest in residential development on these properties. The site's land use and zoning designated are currently not consistent. A General Plan Amendment and Rezone would be required to change the land use and zoning designation from Public/Quasi-Public and Agriculture to High Density Residential

The entire 1.5-acre site is able to be developed. Therefore, the site can accommodate 30 lower income units, a density of 20 units per acre. This is a conservative estimate given that the High Density Residential land use designation allows a maximum density of 26 units per acre.

Site 8: 1447 and 1515 Spring Street (APN 009-590-003, -010)

Table 9 Site Summary

Current Use	Single Family Residences
Parcel Size	2.4 acres
Existing General Plan Land Use	High Density Residential
Existing Zoning	High Density Residential
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Assumed Density	20 units/acre
Site Capacity	48 units
Income Category	24 Lower and 24 Above Moderate

Site 8 is composed of two adjacent properties that total 2.4 acres located at 1447 and 151 Spring Street. Both properties are underutilized with an existing single-family residence and large undeveloped areas on each parcel. The site is surrounded by single- and multi-family development and sites zoned High Density Residential. The current zoning designation is High Density Residential and no changes to zoning are proposed.

The site can accommodate 48 units, 24 lower income units and 24 above moderate income units, a density of 20 units per acre. This is a conservative estimate given that the High Density Residential land use designation allows a maximum density of 26 units per acre.

This site was included in the 5th Cycle Housing Element, therefore requiring by-right approval for projects with at least 20% affordable units.

Site 9: Spring Street between Hudson Avenue & Valley View Street (APN 009-441-023)

Table 10 Site Summary

Current Use	Vineyard
Parcel Size	4.4 acres
Existing General Plan Land Use	Medium Density Residential
Existing Zoning	Medium Density Residential
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Assumed Density	20 units/acre
Site Capacity	88 units
Income Category	44 Lower and 44 Moderate

Site 9 is a 4.4-acre parcel located on Spring Street between Hudson Avenue and Valley View Street. The site is considered underutilized as it has a residential land use designation but is currently developed with vineyards. Focus Group meetings showed interest in High Density Residential uses on this residentially zoned parcel in the form of town homes, compatible with the surrounding neighborhoods. In addition, recent property owner inquiry for residential development of the site indicates opportunity for redevelopment. A General Plan Amendment and Rezone would be required to change the zoning from Medium Density Residential to High Density Residential.

The site can accommodate 88 units, 44 lower income units and 44 moderate income units, a density of 20 units per acre. This is a conservative estimate given that the High Density Residential land use designation allows a maximum density of 26 units per acre.

This site was included in the 5th Cycle Housing Element and is considered non-vacant, therefore requiring by-right approval for projects with at least 20% affordable units.

Site 10: 1998 Spring Street (APN 009-391-031)

Table 11 Site Summary

Current Use	Single Family Residence
Parcel Size	3.5 acres
Existing General Plan Land Use	Medium Density Residential
Existing Zoning	Medium Density Residential
Proposed Land Use and Zoning	Medium Density Residential
Allowed Density	5,1 to 16 units/acre
Assumed Density	5.1 units/acre
Site Capacity	17 units
Income Category	17 Above Moderate

Site 10 is a 3.5-acre parcel located at 1998 Spring Street. The site is occupied by two existing single-family residences with large undeveloped areas. The site is underutilized with potential for redevelopment or additional units on-site. The site is zoned Medium Density Residential and no changes to zoning are proposed.

The site can accommodate 17 above moderate income units, a density of 5.1 units per acre. This is a conservative estimate given that the Medium Density Residential land use designation allows a maximum density of 16 units per acre.

Site 11: 601 Pope Street (APN 009-502-011)

Table 12 Site Summary

Current Use	Silverado Orchard Apartments
Parcel Size	2.9 acres (0.75 acres available for development)
Existing General Plan Land Use	High Density Residential
Existing Zoning	High Density Residential
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Assumed Density	20 units/acre
Site Capacity	15 units
Income Category	7 Lower and 8 Moderate

Site 11 is a 2.9-acre parcel located at 601 Pope Street. The site is underdeveloped and is currently occupied by the Silverado Orchard Apartments on the northeastern portion of the site with a large vacant area on the southwestern portion of the site. There is opportunity to expand the existing high density housing development on-site or develop additional housing.

The site is zoned High Density Residential and no changes to zoning are proposed.

The 0.75-acre vacant portion of the site can accommodate 15 units, 7 lower income and 8 moderate income units, a density of 5.1 units per acre. This is a conservative estimate given that the High Density Residential land use designation allows a maximum density of 26 units per acre.

Sites Considered but Rejected

The following sites were considered to be included in the site inventory for the City of St. Helena's 6th Cycle Housing Element. However, due to various constraints and feedback from the focus group and community workshop, development of housing within the next 8 years was not considered feasible on these sites and they were not included in the site inventory.

900 Crane Avenue: The property owner expressed interest in housing on-site. However, this site has a large PG&E transmission line running through the center of the property that could prevent residential development of a certain size being constructed on-site. However, this site could be developed with housing in the future. Including this site as a Housing Opportunity Site in the Housing Element Update would require a General Plan Amendment and a Rezone of the property from Industrial to Mixed-Use or Residential. The following policy is proposed to be added to the Housing Element Update to further incentivize housing development in the city: "Explore 900, 902 & 906 Crane Avenue as future housing sites (APNs 009-2800-034/038/039)." If housing is developed on-site within the next 8 years, the units will still count towards the City's RHNA weather it is included in the site inventory or not.

Adams Street: This site is owned by the City and future City priorities for this site are unknown at this time. Including this site as a Housing Opportunity Site in the Housing Element Update would require a General Plan Amendment and a Rezone of the property from Central Business to Mixed-Use or Residential which could eliminate the possibility of using the site as a future City Hall location or for hotel development. In the site inventory process, we want to identify sites that have the greatest probability of developing residential units during the 8-year Housing Element Cycle. Not including it as a Housing Opportunity Site in no way precludes residential development from occurring on the property in the future.

1340 Tainter Street: This site is owned by the Catholic Church and is developed with several structures. No vacant space is available on-site for development of housing without the removal of the existing structures. There is no indication the Church is willing to sell the property. Including this site as a Housing Opportunity Site in the Housing Element Update would require a General Plan Amendment and a Rezone of the property from Public/Quasi-Public to Mixed-Use or Residential. The following policy is proposed to be added to the Housing Element Update to further incentivize housing development on this site and others similar: "Prioritize underutilized and/or vacant church sites for future housing opportunities."

1405 Charter Oak Avenue: This site is the City Corporate Yard. Due to environmental constraints, this site is not ideal as a Housing Opportunity Site. The site is located within the flood zone and Sulphur Creek crosses through the southwest portion of the site. Additionally, Charter Oak Road runs diagonally through much of the site, bisecting the site in half. Including this site as a Housing Opportunity Site in the Housing Element Update would require a General Plan Amendment and a Rezone of the property from Industrial to Mixed-Use or Residential.

Bechstoffer Vineyards: This site is a 13.4 acre site with established vineyards, owned by Bechstoffer Vineyards. The property owner has not indicated they are willing to sell the property or develop housing on-site. The site is too large to meet the State's assumptions regarding sites suitable for lower income housing, which include sites that are between 0.5 and 10 acres in size. At 13.4 acres this site exceeds the suitable range. Additionally, the site would require infrastructure improvements including utilities and roadway extensions that would make development of housing within the next 8 years not feasible.

591 McCorkle Avenue: This site is currently developed with a single-family residence and vineyards, and was used in the previous Housing Element (5th Cycle). Development of housing on this site would require roadway extensions which could create traffic issues due to the site's size (7.9 acres) and the number of units that would be built. This site is zoned Medium Density Residential and therefore meets the State's assumptions for moderate and above moderate income housing, however it is not needed to meet the City's RHNA numbers for those income categories as the inventory already has sufficient sites.

1255 Oak Street: This site is owned by the Grace Episcopal Church and is currently developed with several structures and parking lots. There is no indication the Church is willing to sell the property or develop housing on-site. Including this site as a Housing Opportunity Site in the Housing Element Update would require a General Plan Amendment and a Rezone of the property from Public/Quasi-Public to Mixed-Use or Residential. The following policy is proposed to be added to the Housing Element Update to further incentivize housing development on this site and other underutilized church sites: "Prioritize underutilized and/or vacant church sites for future housing opportunities."

Toogood Property (behind Gotts): This site is a challenging long and narrow 8-acre parcel. Sulphur Creek runs through the northern half of the property and much of the site is located within a designated floodway and 100-year flood zone. To include this site as a Housing Opportunity Site in the Housing Element Update, the City would need to provide an analysis of why the flood zone would not preclude development of housing in the near term. The site also has existing powerlines over the property which could indicate easements and be a barrier to housing development. In addition, the site would require a General Plan Amendment and Rezone from Industrial to Mixed-Use or Residential.

1301 Mitchell Drive: This site is owned by PG&E and is used as a staging site. There is no indication PG&E is willing to sell the property. The site is designated as a cleanup site and was remediated for hazardous materials from a manufactured gas plant that operated on the site from 1883 to 1926. In addition, the parcel is located within a 100-year flood zone. The site also has a large access easement across it to provide access to an adjacent parcel. Including this site as a Housing Opportunity Site in the Housing Element Update would require a General Plan Amendment to change the land use from Public/ Quasi-Public and a Rezone of the property from Central Business to Mixed-Use or Residential.

1817 Spring Street: This site was included in the previous Housing Element (5th Cycle) and therefore would require by right rezoning for projects with 20 percent or more affordable housing units. Based on State law, the site would also only meet above moderate or moderate income requirements for the site inventory, which the City has sufficient amounts of. This site could be added to the inventory if directed or needed as the Housing Element Update moves through the process.

Figure 1 Site Inventory Site Locations

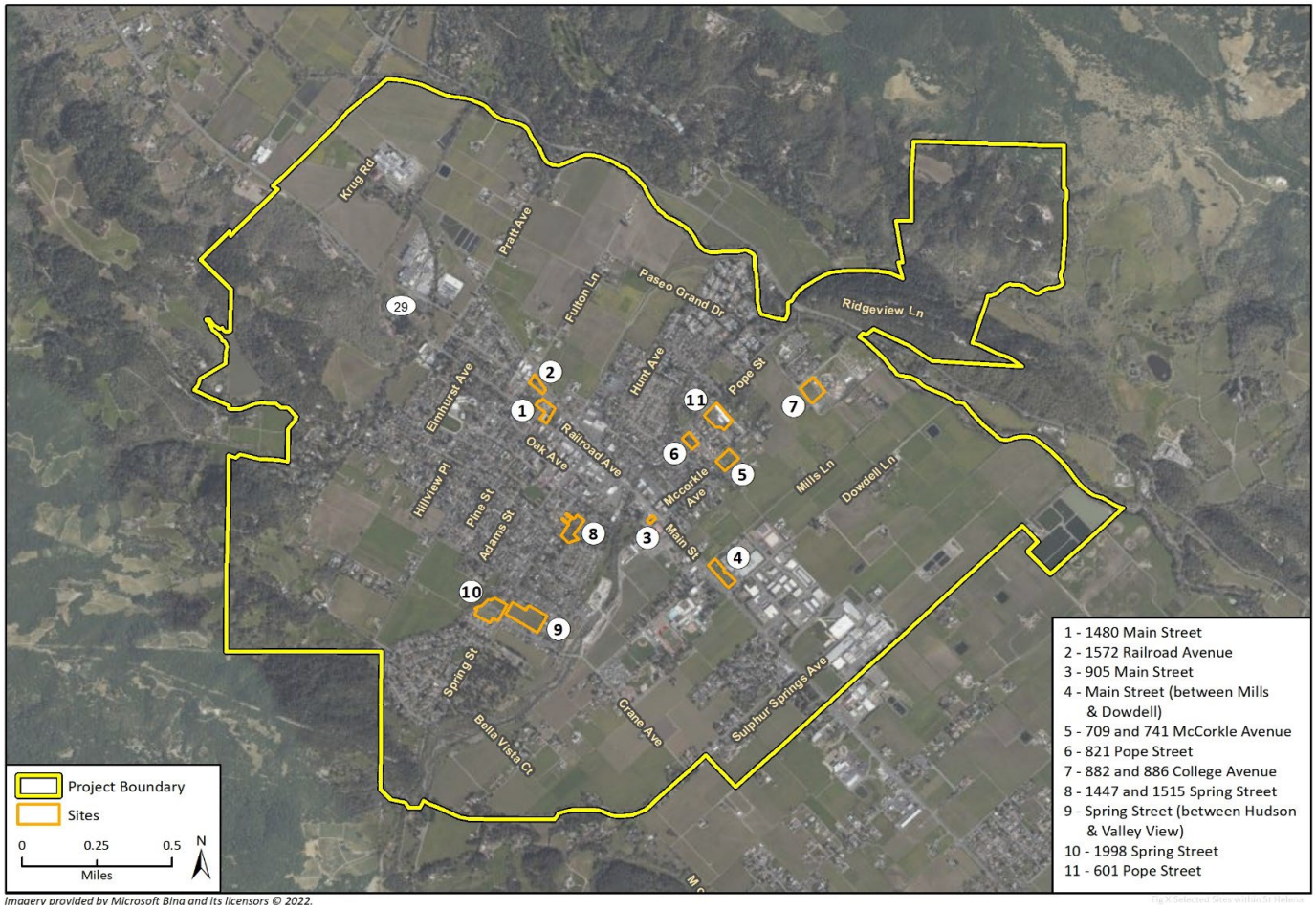


Figure 2 Lower Income Site Locations

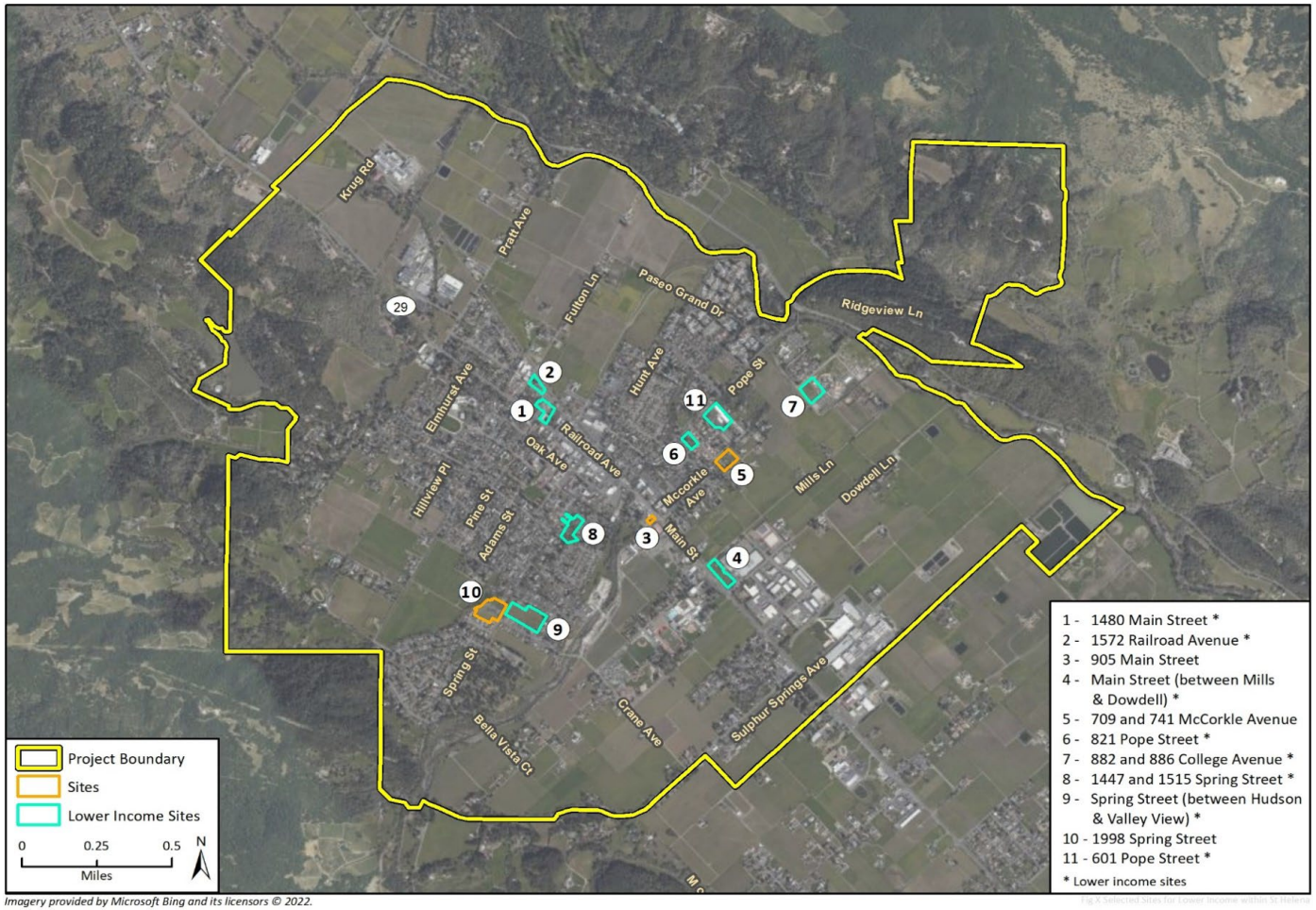
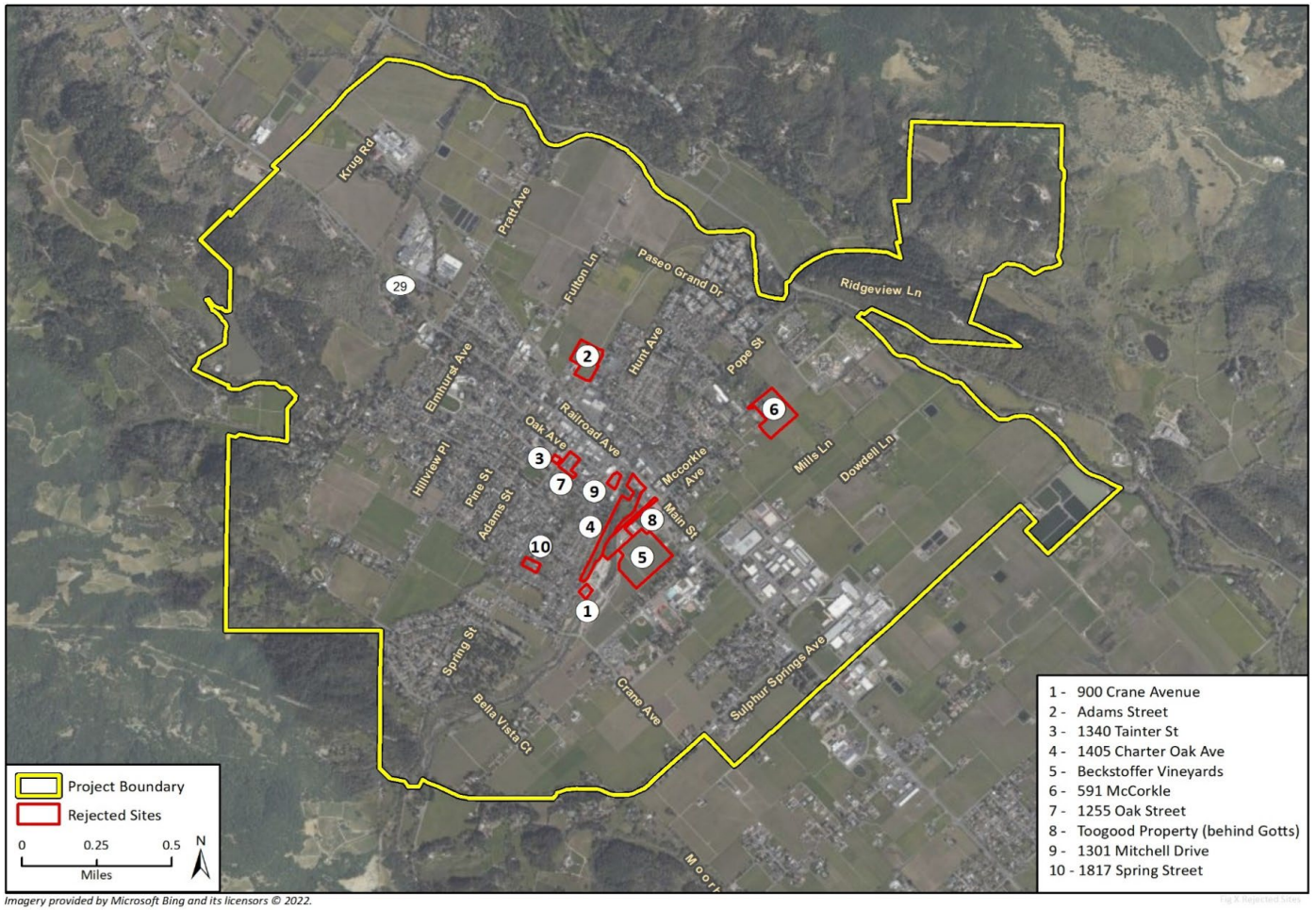


Figure 3 Sites Considered but Rejected



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Site Inventory Tables

Table 13: St. Helena 6th Cycle Housing Element Preliminary Site Inventory

Site	Address or Street	APN	Acres	General Plan	Current Zoning	Proposed Zoning	Current Use	Minimum Density Allowed (du/ac)	Maximum Density Allowed (du/ac)	Realistic Allowable Density (du/ac)	Maximum Capacity	Assumed Capacity	Assumed Lower Income Capacity	Assumed Moderate Income Capacity	Assumed Above Moderate Income Capacity	Included in 5th Cycle HE	Capacity Assumption Notes	Notes	Community Workshop #2 Comments
1	1480 Main Street	009-211-016	0.8	Central Business and Public/Quasi-Public	Public/Quasi-Public	Mixed-Use	Fire Station and vacant structures	12	20	**20**	68	22	22	0	0	No	Site developable area assumed to be approximately 0.9 acres. Assumed 50% density bonus and 80 percent capacity. Will require General Plan and Zoning Amendments	This is a City-owned site and City goals are in line with residential redevelopment of a portion of the site. Will require General Plan and Rezone to Mixed Use.	
2	1572 Railroad Avenue	009-193-002	0.93	Public/Quasi-Public	Business and Professional Office	HR	Teen Center	16.1	26	**26**	48	30	30	0	0	No	Assumed 50% density bonus and 80 percent capacity	This is a City-owned site and City goals in line with residential redevelopment of the entire site. Will require General Plan and Rezone to High Density Residential.	
3	905 Main Street	009-180-008	0.27	Mixed-Use	Service Commercial	Mixed-Use	Vacant	12	20	**20**	5	5	0	0	5	No		Vacant and in a location prime for development along Main Street. Will require a Rezone to bring the zoning into consistency with the General Plan.	
4	Phelps property	009-660-005	1.8	Service Commercial	Service Commercial	HR	Vacant	16.1	26	**20**	47	36	36	0	0	No	Conservative estimate, used 20 du/acre instead of 26	Our Town St. Helena (OTSH) is in negotiations to purchase property for an affordable housing project. Their capacity analysis identified high density as an appropriate land use, so the site will require General Plan and Rezone	
5	709 and 741 McCorckle	009-100-031-032	1.8	MDR	MR	MR	Single-family residence	5.1	16	**5.1**	29	8	0	0	8	No	Conservative estimate, used 5.1 du/acre instead of 16	One property owner expressed interest in subdividing pursuant to SB9. Sites are both underutilized with single-family residences and large vacant space. Units were estimated based on SB9 regulations which could allow up 4 units maximum on each current lot.	Not feasible for high density as one of the property owners is looking to subdivide pursuant to SB9
6	821 Pope Street	009-503-001	1	HDR	HR	HR	Single-family residence	16.1	26	**20**	26	20	10	10	0	Yes	Conservative estimate, used 20 du/acre instead of 26	The site is currently zones High Density Residential and it underutiliized with one single-family residence and surrounding by existing high density residential development. Will require by right approval for projects with 20% affordable units since it was used in the previous housing element	
7	882 and 886 College Avenue	009-070-043, 009-070-044, 009-070-045	1.5	Public/Quasi-Public	A-20	HR	Vacant	16.1	26	**20**	39	30	30	0	0	No	Conservative estimate, used 20 du/acre instead of 26	These are vacant sites adjacent to areas of existing multi-family development. All sites are owned by a single property owner with interest in residential on these sites. Will require General Plan and Rezone	
8	1447 and 1515 Spring Street	009-590-010 009-590-003	2.4	HDR	HR	HR	Single-family residence	16.1	26	**20**	62	48	24	0	24	Yes	Conservative estimate, used 20 du/acre instead of 26	These parcels are currently zoned High Density Residential but are underutized with single-family residences and have opportunities to increase density. They will require by right approval for projects with 20% affordable units.	
9	Spring Street (between Hudson & Valley View)	009-441-023	4.4	MDR	MR	HR	Vineyard	16.1	26	**20**	114	88	44	44	0	Yes	Conservative estimate, used 20 du/acre instead of 26	This is a vacant/underutilized site with vineyards currently zoned for residential uses. Focus Group meetings showed interest in High Density Residential on the site in the form of town homes which would be compatible with surrounding neighborhoods. There has been recent property owner inquiry for residential development on the site. The site will require by right approval for projects with 20% affordable units and a General Plan and Rezone for HDR.	
10	1998 Spring Street	009-391-031	3.5	MDR	MR	MR	Single-family residences	5.1	16	**5.1**	56	17	0	0	17	No	Conservative estimate, used 5.1 du/acre instead of 16	This is a large underutilized site with potential for redevelopment or additional units/density added to the existing single-family residences.	Potential vineyard lease on site
11	601 Pope Street	009-502-011	2.9	HDR	HR	HR	Silverado Orchards Apartments	16.1	26	**20**	19	15	7	8	0	No	Conservative estimate, used 20 du/acre instead of 26 on the 0.75 acre portion of the site	The site is currently zoned for High Density Residential and has a large undeveloped portion of the site. The site has existing high density, supportive housing and is an opportunity site to expand the existing use or develop new housing	
											Total	**319**	**203**	**62**	**54**				

Table 14: St. Helena 6th Cycle Housing Element: Sites Considered But Not Included

Address or Street	APN	Acres	General Plan	Current Zoning	Use and Reasoning for not Including
900 Crane Avenue	009-280-034	0.73	Industrial	Industrial	There are large PG&E transmittion line that run through the center of the property, which may prevent residential development within the next 8 years. If housing is developed on-site, the units will still count towards the City's RHNA. The following policy is proposed for addition in the Housing Element Update to further incentive housing: Explore 900, 902 & 906 Crane Avenue as future housing sites (APNs 009-2800-034/038/039).
Adams Street	009-150-006	5.6	Central Business	Central Business	Future City priorities of the site are unknown at this time. Including this site as a Housing Opportunity Site in the Housing Element Update would require a General Plan Amendment and Rezone of the property to mixed--use or residential which could eliminate the possibility of using the site as a future City Hall locaton or for hotel development. In this process we want to identify sites that have the greatest probability of developing residential units during the 8 year Housing Element Cycle. Not including it as a Housing Opportunity Site in no way precludes residential development from occuring on the property in the future.
1340 Tainter St	009-231-004	0.6	Public/Quasi Public	Public/Quasi Public	Non-vacant Church owned site; no indication that the Church is willing to sell the property. The site would require a General Plan Amendment and Rezone. In addition, the site is currently developed with a number of structures that inhibit the development of housing near-term. The following policy is proposed for addition in the Housing Element Update: Prioritize underutilized and/or vacant church sites for future housing opportunities.
1405 Charter Oak Ave	009-180-012	4	Industrial	Industrial	City Corp Yard. HCD wants City's to consider feasibility of sites with environmental constraints, and this site is a challenging site that is located within flood zone.
Beckstoffer Vineyards	009-180-034	13.4	HDR	HR	Vineyards. The site is too large to meet State lower income unit assumptions (no sites greater than 10 acres), and the site would require infrastructure improvements such as utilities and roadway extentions which is likely not feasible during the next planning period. Furthermore, the property owner has given no indication that they are willing to sell the property.
591 McCorkle	009-070-003	7.9	MDR	MR	Single family residence. Used in previous housing element. Site not needed to meet above/moderate income unit numbers and would require roadway extensions and could create traffic issues due to site size.
1255 Oak Street	009-233-021	3	Public/Quasi-Public	PQP	Non-vacant Church owned site; no indication that the Church is willing to sell the property. Including this site would require a General Plan Amendment and Rezone. In addition, the site is currently developed with an existing use and structures that could be considered to inhibit the development of housing near-term. The following policy is proposed for addtion in the Housing Element Update: Prioritize underutilized and/or vacant church sites for future housing opportunities.
Toogood Property (behind Gotts)	009-180-036	8	Industrial	Industrial	This is a challenging long and narrow parcel next to the creek that is in a designated flood zone. The Housing Element would need to provide an analysis of why the flood zone would not preclude development of housing near term. In addition, the site would require a General Plan Amendment and Rezone
1301 Mitchell Drive	009-263-005	1	Public/Quasi-Public	CB	This site is owned by PG&E and is used as a staging site. The site was remediated for hazardous materials and has a large access easement across it for access to an adjacent parcel. Furthermore, there is no indication that PG&E would sell the property.
1817 Spring Street	009-322-010	1.5	MDR	MR	The site was included in the 5th Cycle Housing Element and therefore would require by right rezoning for projects with 20% or more affordable units. Also, based on State law, the site would only meet above moderate income requirements for the inventory, which the City already has sufficient amounts of. We can include if needed.

Site 10: Spring Street between Hudson Avenue & Valley View Street (APN 009-441-023)

Table 54 Site 10 Summary

Current Use	Vineyard
Parcel Size	4.4 acres
Existing General Plan Land Use	Medium Density Residential
Existing Zoning	Medium Density Residential
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Site Capacity	114 units
Assumed Capacity and Income Category	44 Lower Income and 44 Moderate Income units

Site 10 is a 4.4-acre parcel located on Spring Street between Hudson Avenue and Valley View Street. Recent property owner interest in residential development of the site indicates opportunity for housing. Additionally, Focus Group meetings showed interest in High Density Residential uses on this residentially zoned parcel in the form of town homes, which is compatible with the surrounding residential neighborhoods. The site is considered underutilized as it has a residential land use designation but is currently used as vineyards. As previously discussed, the City has seen recent development of housing on properties with existing vineyards. Site 10 has greater development potential than the recently developed vineyard parcels since it is located on a residentially zoned parcel, while the 500 Mills Lane and 601 Fulton Lane projects were located on parcels with a land use and zoning designation of Agriculture and therefore are only allowed to develop one housing unit and one ADU per parcel. A General Plan Amendment and zoning change is proposed to change the zoning from Medium Density Residential to High Density Residential.

The entire 4.4-acre site is able to be redeveloped. Based on allowed density under High Density Residential, 114 units would be permitted. However, a total of 88 units, 44 lower income units and 44 moderate income units, is assumed in order to accommodate adequate off-street parking capacity. The site is currently underutilized and does not meet the maximum density allowed under the Medium Density Residential Zone (16 units/acre) or the minimum density allowed under the proposed land use change to High Density Residential (16.1 units/acre) with a current density of 0 units per acre. The site currently has no on-site development and would be allowed 45 percent lot coverage, or approximately 86,000 square feet of building footprints.

This site was included in the 5th Cycle Housing Element and is considered non-vacant, therefore requiring by-right approval for projects with at least 20% affordable units.

Residential Land Use

FIGURE 2.2: General Plan Land Use Menu

Land Use Category	Density/ Intensity	Examples
Medium Density Residential (MDR): Single-family detached and attached homes, and secondary residential units.	5.1 to 16.0 dwelling units per acre	
Higher Density Residential (HDR): Single-family and multi-family housing, including apartments, townhouses and group homes.	16.1 to 28.0 dwelling units per acre	

ST. HELENA
CALIFORNIA

ST. HELENA
General Plan Update 2040

Density Examples

Cottage Court

Cottages on Greene - East Greenwich, RI

Lot: 0.85 Acres
Number of Units: 15
Density: 17.7 du/ac

Townhouse

505 E. Bayshore - Redwood City, CA

Lot: 2.54 Acres
Number of Units: 56
Density: 22 du/ac

Density Examples

Multiplex - 27 units/acre

Lincoln Avenue Apartments - Calistoga, CA

Lot: 2.89 Acres
Number of Units: 78
Density: 27 du/ac

Jamboree

Does affordable housing drive down property values?

Research continuously shows that affordable housing has no negative impact on the price or frequency of sales of neighboring homes. Numerous studies over time from around the country support the general notion that affordable housing has no negative impact on surrounding property values – especially when it is thoroughly integrated into the neighborhood.

A 10-year housing study by Trulia looked at 20 of the most expensive housing markets in the country, nine of which are in California. The study found that in these high-priced markets, building affordable housing had no effect on surrounding homes. And in one market, homes

located near affordable housing experienced an increase in value.

With affordable housing developments often funded by Low Income Housing Tax Credits (LIHTC), a much more in-depth analysis published in the Journal of Housing Economics by a group of researchers throughout the U.S. drew similar conclusions.

Nationwide, there are comparable findings in Nebraska as well as a study in Virginia featured on Bloomberg showing that affordable housing doesn't cause nearby property values to decline. And, what happens when affordable housing opens in Orange County, CA? Crime goes down and surrounding property values go up, according to a 2022 study on the effects of affordable housing in Orange County conducted by University of California Irvine's (UCI) Livable Cities Lab (LCL).

Research from The Center for Housing Policy on how affordable housing impacts property values reveals that the type of affordable housing matters less than the quality of the properties' design, management, and maintenance. That's possible because affordable housing development in many areas enhances the community by reclaiming run-down or abandoned property. Jamboree has transformed empty, weed-infested land, remnant parcels adjacent to freeway off-ramps, and even converted blighted motels into high quality, vibrant apartment communities that enhance a community's image.

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Discussed in this article: Affordable housing, Home values effect, Property values

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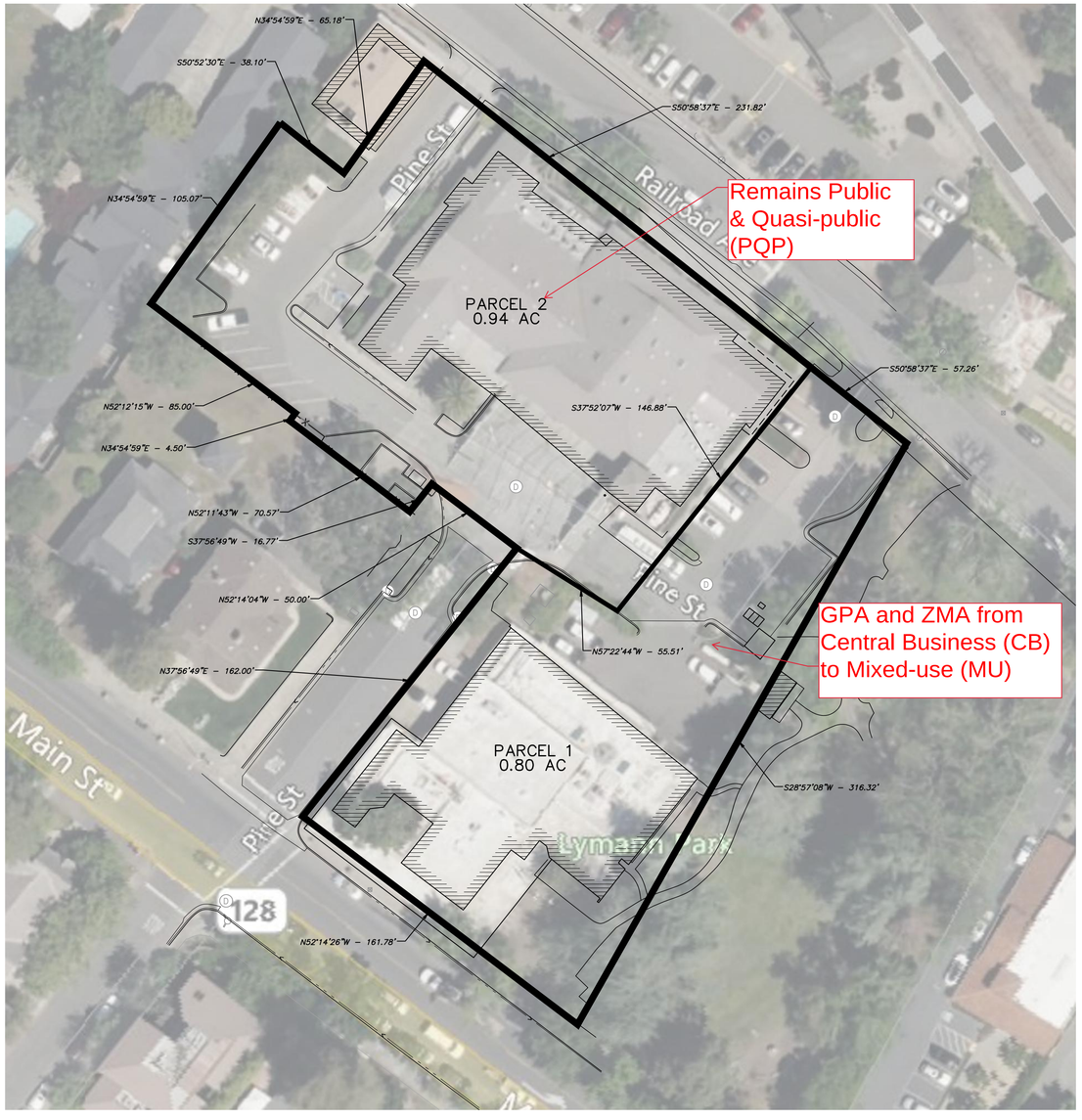
Housing Element Opportunity Site #1 - 1480 Main Street



*FORMAL LOT SPLIT PENDING.

LEGEND

- MONUMENT FOUND AS NOTED
- SET 3/4" CIP STAMPED LS 9265
- DIMENSION POINT, NOTHING FOUND OR SET
- BENCHMARK
- WATER METER
- FIRE HYDRANT
- WATER VALVE BOX
- GAS SERVICE/CONNECTION
- IRRIGATION CONTROL VALVE
- SEWER CLEAN OUT/SEWER SERVICE
- HOSE BIB/WATER SERVICE
- STREET LIGHT
- DRAINAGE INLET (SQUARE)
- MANHOLE
- STORM MANHOLE
- SEWER MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC CABINET
- UTILITY POLE
- GUY WIRE/POLE
- TELE/TV SERVICE
- ELECTRIC METER/SERVICE
- SUBJECT PROPERTY LINE
- OTHER PROPERTY LINE
- RIGHT-OF-WAY LINE
- OLD FILED MAP LINE
- TOP BACK OF CURB
- FLOW LINE
- EDGE OF PAVEMENT
- FENCE
- 4" W — WATER LINE W/SIZE
- 24"S.D. — DRAIN LINE W/SIZE AND FLOW DIRECTION
- 6"S.S. — SEWER LINE W/SIZE AND FLOW DIRECTION

PARCEL INFORMATION

ORIGINAL PARCEL
- OWNER: CITY OF ST HELENA
- TITLE REPORT: OLD REPUBLIC NATIONAL TITLE - ORDER No. 2202074043-PL
- SIZE: 1.74 AC
- ZONING:
- APN: 009-211-016

PROPOSED PARCELS
- PARCEL 1:
- SIZE: 0.80 AC

- PARCEL 2
- SIZE: 0.94 AC

ABBREVIATIONS

AC	ASPHALTIC CONCRETE
CB	CATCH BASIN
CL	CENTERLINE
CO	CLEAN OUT
CONC	CONCRETE
DI	DRAIN INLET
EL	ELEVATION
FH	FIRE HYDRANT
FL	FLOWLINE
GR	GRAVEL
GS	GROUND SHOT
INV	INVERT
MH	MANHOLE
RW	RIGHT OF WAY
SBL	SET BACK LINE
SD	STORM DRAIN
SS	SANITARY SEWER
TC	TOP OF CURB
TN	TOP OF NUT
W	WATER
WM	WATER METER
RCB	REINFORCED CONCRETE BOX

N

0 30" 60"

No.	Issue	Drawn	Approved	Date

SURVEYOR'S STATEMENT

THIS SURVEY IS BASED UPON A FIELD SURVEY CONDUCTED UNDER MY DIRECTION AND MEETS THE NATIONAL MAP ACCURACY STANDARDS.

DRAFT

DATE

Bar is one inch on original size sheet

0 1"

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Redding California 96002 USA
T 1 530 242 1700 **W** www.ghd.com

Drawn	R.A. MADDOCK	Designer	
Drafting Check	R.A. MADDOCK	Design Check	
Project Manager		Date	11-1-2023
This document shall not be used for construction unless signed and sealed for construction.		Scale	AS SHOWN

Client CITY OF ST HELNA
Project PROPOSED SUBDIVIISON
Title Topographic Survey

DRAFT

Project No. 1256056

Original Size ANSI D | Sheet No. V-001 | Sheet 1 of 1

Plot Date: 5 November 2023 - 1:47 PM Plotted By: Richard Maddock Filename: \\ghdnet\ghd\US\Santa Rosa\Projects\561\12560056\Tech\Survey\Fire Station\12560056 V-TOPO.dwg

City of St. Helena
Community Development Department
1088 College Avenue
St. Helena, CA 94574

Phelps Family Holdings, LLC
c/o Phelps Partnership
PO Box 9594
Rancho Santa Fe, CA 92067

March 20, 2024

Sent Via Certified Mail

NOTICE OF PROPOSED GENERAL PLAN AND ZONING MAP CHANGE

Re: Housing Element Opportunity Site #5 (APN 009-660-005) - Main Street between Mills Lane and Dowdell Lane.

GENERAL PLAN LAND USE CHANGE: Service Commercial (SC) to High Density Residential (HR)

ZONING MAP DESIGNATION CHANGE: Service Commercial (SC) to High Density Residential (HR)

Property Owner,

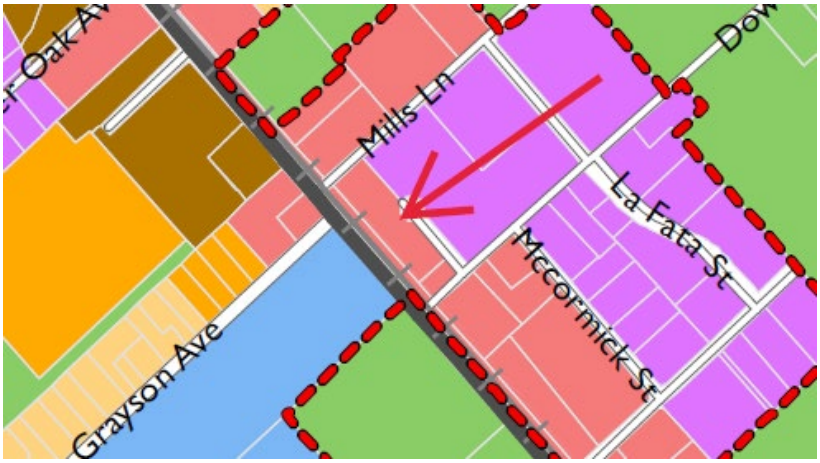
The Community Development Department of the City of St. Helena is hereby notifying you that the General Plan land use and zoning map designations of your property is changing as described above. The City's 6th Cycle 2023-2031 Housing Element was adopted in May 2023 and certified by the state in September 2023. Following adoption and certification of the Housing Element, the City is required to update the General Plan and zoning map to be consistent with the changes committed to in the Housing Element. As your property was identified as a Housing Opportunity Site requiring a General Plan and zoning map change to accommodate additional housing units, the City is now required by the state to make the changes described above. You can find more information on the City's 2023-2031 Housing Element by visiting the city webpage at www.cityofsthelena.org/; then click 'City Hall'; then click 'Community Development'; then click 'Planning Division'; then on the left side of the page select 'Housing Element Update (2023-2031)' where you will you will find a pdf of the adopted Housing Element and supporting documents.

The Planning Commission of the City of St. Helena will hold a public hearing regarding these changes on **Tuesday, April 2, 2024 at 6 pm**, in Vintage Hall at 465 Main Street, in order to receive public comments on the General Plan and zoning map updates. Please contact me if you have any questions regarding this matter. I can be reached via email at ahecock@citysthelena.org or by phone at (707) 968-2747.

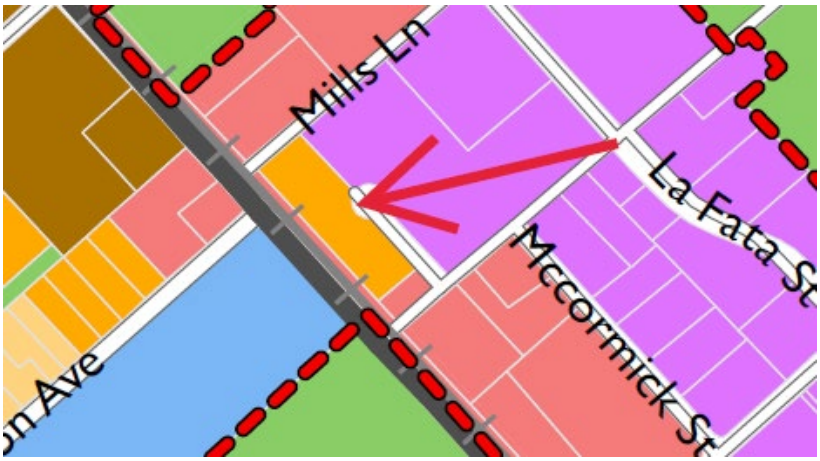
Sincerely,

Aaron Hecock, AICP
Senior Planner
City of St Helena

Existing General Plan and zoning designation – Service Commercial (SC)



Proposed General Plan and zoning designation – High Density Residential (HR)



City of St. Helena
Community Development Department
1088 College Avenue
St. Helena, CA 94574

St. Helena Montessori School Inc.
880 College Avenue
St. Helena, CA 94574

March 20, 2024

Sent Via Certified Mail

NOTICE OF PROPOSED GENERAL PLAN AND ZONING MAP CHANGE

Re: Housing Element Opportunity Site #8 (APN 009-070-043, 044, 045) – 882 through 886 College Avenue.

GENERAL PLAN LAND USE CHANGE: Public and Quasi-public (PQP) to High Density Residential (HR)

ZONING MAP DESIGNATION CHANGE: Public and Quasi-public (PQP) to High Density Residential (HR)

Property Owner,

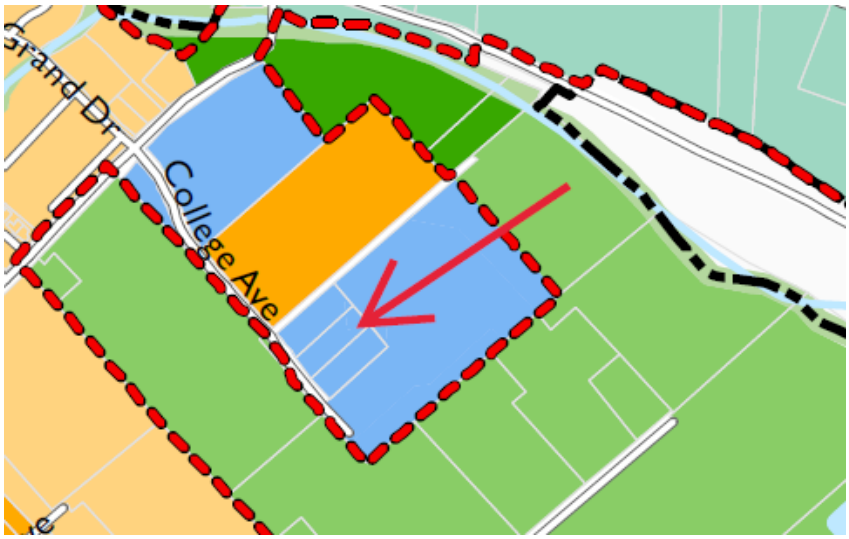
The Community Development Department of the City of St. Helena is hereby notifying you that the General Plan land use and zoning map designations of your property is changing as described above. The City's 6th Cycle 2023-2031 Housing Element was adopted in May 2023 and certified by the state in September 2023. Following adoption and certification of the Housing Element, the City is required to update the General Plan and zoning map to be consistent with the changes committed to in the Housing Element. As your property was identified as a Housing Opportunity Site requiring a General Plan and zoning map change to accommodate additional housing units, the City is now required by the state to make the changes described above. You can find more information on the City's 2023-2031 Housing Element by visiting the city webpage at www.cityofsthelena.org/; then click 'City Hall'; then click 'Community Development'; then click 'Planning Division'; then on the left side of the page select 'Housing Element Update (2023-2031)' where you will you will find a pdf of the adopted Housing Element and supporting documents.

The Planning Commission of the City of St. Helena will hold a public hearing regarding these changes on **Tuesday, April 2, 2024 at 6 pm**, in Vintage Hall at 465 Main Street, in order to receive public comments on the General Plan and zoning map updates. Please contact me if you have any questions regarding this matter. I can be reached via email at ahecock@citysthelena.org or by phone at (707) 968-2747.

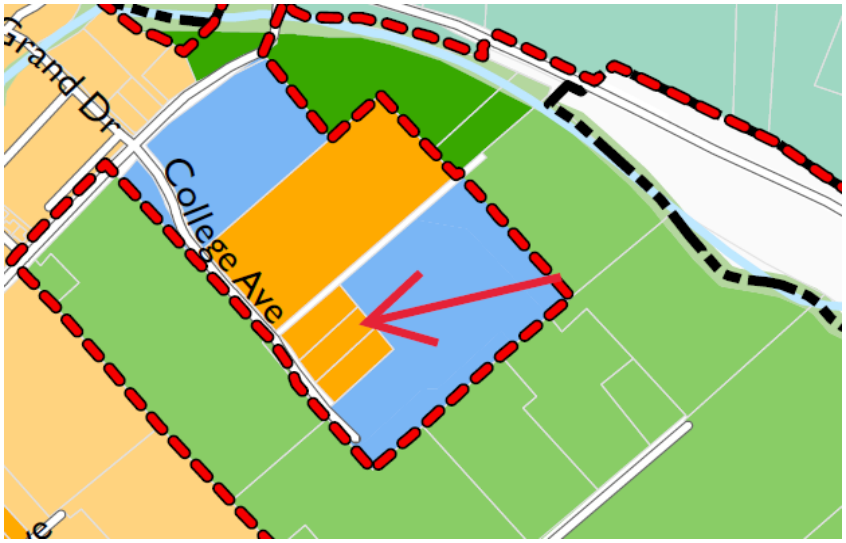
Sincerely,

Aaron Hecock, AICP
Senior Planner
City of St Helena

Existing General Plan and zoning designation – Public and Quasi-public (PQP)



Proposed General Plan and zoning designation – High Density Residential (HR)



City of St. Helena
Community Development Department
1088 College Avenue
St. Helena, CA 94574

Janet Keene, ETAL
2112 Hounslow Drive
San Jose, CA 95131

March 20, 2024

Sent Via Certified Mail

NOTICE OF PROPOSED GENERAL PLAN AND ZONING MAP CHANGE

Re: Housing Element Opportunity Site #10 (APN 009-441-023) – Spring Street between Hudson Avenue and Valley View Street.

GENERAL PLAN LAND USE CHANGE: Medium Density Residential (MR) to High Density Residential (HR)

ZONING MAP DESIGNATION CHANGE: Medium Density Residential (MR) to High Density Residential (HR)

Property Owner,

The Community Development Department of the City of St. Helena is hereby notifying you that the General Plan land use and zoning map designations of your property is changing as described above. The City's 6th Cycle 2023-2031 Housing Element was adopted in May 2023 and certified by the state in September 2023. Following adoption and certification of the Housing Element, the City is required to update the General Plan and zoning map to be consistent with the changes committed to in the Housing Element. As your property was identified as a Housing Opportunity Site requiring a General Plan and zoning map change to accommodate additional housing units, the City is now required by the state to make the changes described above. You can find more information on the City's 2023-2031 Housing Element by visiting the city webpage at www.cityofsthelena.org/; then click 'City Hall'; then click 'Community Development'; then click 'Planning Division'; then on the left side of the page select 'Housing Element Update (2023-2031)' where you will you will find a pdf of the adopted Housing Element and supporting documents.

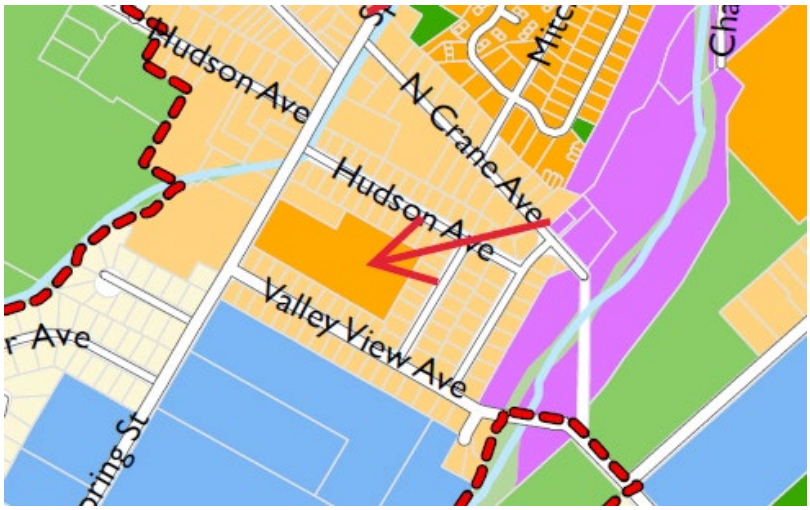
The Planning Commission of the City of St. Helena will hold a public hearing regarding these changes on **Tuesday, April 2, 2024 at 6 pm**, in Vintage Hall at 465 Main Street, in order to receive public comments on the General Plan and zoning map updates. Please contact me if you have any questions regarding this matter. I can be reached via email at ahecock@citysthelena.org or by phone at (707) 968-2747.

Sincerely,

Aaron Hecock, AICP
Senior Planner
City of St Helena

Existing General Plan and zoning designation – Medium Density Residential (MR)

Proposed General Plan and zoning designation – High Density Residential (HR)



City of St. Helena
Community Development Department
1088 College Avenue
St. Helena, CA 94574

1637 Spring Street LLC
PO Box 539
St. Helena, CA 94574

March 20, 2024

Sent Via Certified Mail

NOTICE OF PROPOSED GENERAL PLAN AND ZONING MAP CHANGE

Re: Housing Element Opportunity Site #11 (APN 009-600-018) – 1637 Spring Street.

GENERAL PLAN LAND USE CHANGE: Medium Density Residential (MR) to High Density Residential (HR)

ZONING MAP DESIGNATION CHANGE: Medium Density Residential (MR) to High Density Residential (HR)

Property Owner,

The Community Development Department of the City of St. Helena is hereby notifying you that the General Plan land use and zoning map designations of your property is changing as described above. The City's 6th Cycle 2023-2031 Housing Element was adopted in May 2023 and certified by the state in September 2023. Following adoption and certification of the Housing Element, the City is required to update the General Plan and zoning map to be consistent with the changes committed to in the Housing Element. As your property was identified as a Housing Opportunity Site requiring a General Plan and zoning map change to accommodate additional housing units, the City is now required by the state to make the changes described above. You can find more information on the City's 2023-2031 Housing Element by visiting the city webpage at www.cityofsthelena.org/; then click 'City Hall'; then click 'Community Development'; then click 'Planning Division'; then on the left side of the page select 'Housing Element Update (2023-2031)' where you will you will find a pdf of the adopted Housing Element and supporting documents.

The Planning Commission of the City of St. Helena will hold a public hearing regarding these changes on **Tuesday, April 2, 2024 at 6 pm**, in Vintage Hall at 465 Main Street, in order to receive public comments on the General Plan and zoning map updates. Please contact me if you have any questions regarding this matter. I can be reached via email at ahecock@citysthelena.org or by phone at (707) 968-2747.

Sincerely,

Aaron Hecock, AICP
Senior Planner
City of St Helena

Existing General Plan and zoning designation – Medium Density Residential (MR)

Proposed General Plan and zoning designation – High Density Residential (HR)

RESPONSE TO WRITTEN COMMENTS SUMMARY: APRIL 2, 2024 PLANNING COMMISSION		
TOPIC AREA	**QUESTION**	**RESPONSE**
Site #10 Development	Could Site #10 develop different than described in the Housing Element?	Property owners of opportunity sites maintain complete control over whether or not their site develops and how it develops in the future irrespective of zoning changes. There are currently no legislative or other means to compel a private property owner in this process, meaning the City can't force or otherwise require that they build housing or require that the housing be built to a specific density. If the site is rezoned to High Density Residential, a developer could develop the site at any density range between 16.1 and 28 dwelling units per acre.
Site Selection	1) What other options were considered that might be a better fit and impact fewer homeowners in the community? 2) It is surprising that such a project is not proposed for the east side since that is where all the services are (Safeway, pharmacy, gas etc.) and would limit traffic immensely versus this large amount of new residents having to cross the highway for everything.	1) Vacant and underutilized sites throughout the city were considered as potential for housing development (see the Preliminary Site Inventory attached to the staff report for more information (Attachment 11)). Site selection for the residential site inventory started with City owned sites where residential development is in line with short-term City goals, then vacant and nonvacant sites zoned for residential use, and lastly sites that could be rezoned to accommodate residential development or residential development at a higher density. Several constraints were considered for each site, including environmental concerns, utility or infrastructure access, feasibility of redevelopment during the next planning period, and realistic capacity assumptions. Sites identified for lower income housing must meet certain density and site requirements, including a minimum density of 20 units per acre, parcel size between 0.5 and 10 acres, and access to high performing schools, jobs, amenities, health care facilities, and grocery stores. 2) Many of the Housing Opportunity Sites are located on the east side of town, however, the state recognizes that residents with low and moderate incomes are concentrated in the eastern portion of the City. The state of California has strict requirements for what can and can't be included as a housing opportunity site and the City is required to meet Affirmatively Furthering Fair Housing (AFFH) mandates aimed at overcoming patterns of segregation and fostering inclusive communities free from barriers that restrict access to opportunity. Several policies in the City's adopted Housing Element require that the City promote and incentivize housing in the western portion of the City to comply with AFFH including Policies H-A, H-N, H-V and H-00. **Specifically, Program H-A requires 82 lower income units in the western portion of the City, which Site 10 helps fulfill.**

Traffic (increase, safety, parking, infrastructure)	Has a traffic study been completed for impacts related to development on Site #10?	Individual project's environmental impacts will be addressed on a case by case basis as they are submitted (as applicable). In considering the potential environmental impacts of the Housing Element update, the City determined that the Final Environmental Impact Report (EIR) certified for the 2040 General Plan update is of continuing informational value. The EIR estimated new development for residential, commercial, office, industrial, hospital and hotel uses throughout the city and sphere of influence and evaluated the potential environmental impacts associated with an estimated total buildout of 400 new dwelling units. The City also determined that the potential environmental impacts of the Housing Element update (including the RHNA assignment of 256 units) are within the scope of the previously certified Final EIR and that none of the conditions requiring subsequent or supplemental environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15162 exist. Based on the information and analysis provided in the EIR Addendum, the City determined that only minor or technical changes to the previously certified Final EIR were necessary and that that preparation of an Addendum (Attachment 20) pursuant to CEQA Guidelines Section 15164 was appropriate. The proposed updates to the General Plan Land Use Map and Zoning Map are solely intended to bring the General Plan and Zoning Map into conformance with the adopted Housing Element and are consistent with the changes analyzed in the EIR Addendum.
Property Values	How will the city make up for losses in property values related to the development of Site #10?	Designating sites as suitable for housing falls within the City's authority to regulate land uses. Pursuant to state law, the City can change the land use designation or zoning for a property as long as it doesn't violate some other law or legal requirement (e.g., inverse condemnation). Contrary to some public opinion, research has shown that affordable housing has no negative impact on the price or frequency of sales of neighboring homes (see Attachment 14 to the staff report).

Utilities (water, sewer, etc.)	What is the plan to address impacts to water and sewer given the high number of units proposed by these changes?	Please refer to the response to traffic issues above, to Section 3.14 (Utilities and Service Systems) of the General Plan EIR available on the City's website, and to EIR Addendum (Attachment 20) Section 6.14 (Utilities and Service Systems) for more information related to this question. The City's Water Neutral Policy for Development ensures that future water demand does not exceed the current demand, for which the City has sufficient entitlements and resources. New development must offset any new water demand with water conservation retrofits or in-lieu payments for the City to conduct retrofits of existing facilities or homes. The City plans to increase the wastewater treatment plant permitted capacity from 0.5 million gallons per day to 0.65 million gallons per day by 2030, which would have sufficient capacity to accommodate buildout under the General Plan. The City is not requiring that any units be built. As required by the state of California, we are demonstrating that we have the capacity to accommodate our Regional Housing Needs Allocation (RHNA).
Fire (safety, evacuation, home insurance)	The development of Site #10 will require a second point of egress separate from Spring Street to accommodate emergency service vehicles as well as for general distribution of residential and service related vehicle trips.	Any proposed development on Site #10 will be evaluated to ensure compliance with state and local laws. The City has an adopted Safety Element that describes evacuation routes within the City. Fire safety/evacuation improvements are continually be discussed and analyzed.
Missed HCD Deadlines	Why did the City fail to meet HCD's Housing Element Deadlines?	HCD's deadline for an adopted and certified Housing Element was May 31, 2023 (120 days after January 31, 2023). The City submitted its first draft of the Housing Element to HCD on September 20, 2022 leaving time for revisions, adoption and certification prior to HCD's deadline. The City ended up receiving three rounds of comments from HCD (from a different reviewer each time). Coupled with HCD's lengthy review times, comments and required revisions changed throughout the process making it impossible to meet required deadlines. The City of St. Helena is not alone in this experience, it has happened to countless cities and counties all over the state including the fact that **no jurisdiction in Napa County had a certified Housing Element prior to the May 31, 2023 deadline.**
RESPONSE TO ORAL COMMENTS SUMMARY: APRIL 2, 2024 PLANNING COMMISSION		
Default Density	Is the minimum default density of 20 units/acre mandatory?	Yes. The state **requires** that a site be able to accommodate a density of 20 units/acre in order to qualify for low-income units to meet the City's RHNA obligation. Only High Density Residential and Mixed-Use zoning designations can accommodate this density, therefore, only these zoning designations can be used for low-income units to meet the City's RHNA obligation.

Number of Affordable Units in the City	How many affordable units does the City currently have out of the 256 required?	The City's 256 unit RHNA obligation is for the 6th Cycle Housing Element which is for the years 2023-2031. Any units constructed outside this time period do not qualify towards the current 256 unit allocation. No affordable units have been constructed since the 6th Cycle begun in 2023.
Site #10 Vacant and Underutilized	How is a farmed site considered vacant and underutilized?	For the purposes of the Housing Element, Site #10 is not considered vacant as it is currently a vineyard. However, the site is considered underutilized as it has been designated for residential uses for decades but is still used as a vineyard.
View Changes	How would backyard views change if Site #10 is developed?	Site #10 has been designated for residential uses since the 1975 General Plan and has been zoned Medium Density Residential since the early 1990s; it is not a protected vineyard and has been available for development for decades. Attachment #13 to the staff report shows several different density visualizations from other cities that provide example of how development on the site could look.
Challenge RHNA Number	Why is the City not challenging the ABAG Regional Housing Needs Allocation?	The City raised concerns and objections to its RHNA numbers on two separate occasions (see Attachments 9 and 10 to the staff report). The City expressed concerns about strains on infrastructure and the costs associated with those, the appropriateness of "high-rise" residential development, fire threats in our surrounding hillsides, and more. Despite these facts, the Association of Bay Area Governments (ABAG) rejected the City's request.
May 2023 Meeting Notification	Why were we not notified of the May 2023 Planning Commission and City Council meetings?	For noticing in which the number of property owners who would be sent a public hearing notice is greater than 1,000 (i.e., General Plan Amendments such as the Housing Element), only a notice in the newspaper is required. No General Plan or zoning designations were changed with adoption of the Housing Element. For General Plan Amendments and rezonings that change the land use designation of specific properties, including applicant initiated amendments, notifying all neighbors within 300 feet of that/those specific properties is required.

Xinia Gamero

From: Cindy Tzafopoulos
Sent: Tuesday, February 27, 2024 9:14 AM
To: Xinia Gamero
Subject: FW: [External] Public Comment, Planning Commission, Item 5.3 (March 5, 2024)

-----Original Message-----
From: agalbraith94574@gmail.com <agalbraith94574@gmail.com>
Sent: Monday, February 26, 2024 10:26 PM
To: Cindy Tzafopoulos <ctzafopoulos@cityofsthelena.org>
Subject: [External] Public Comment, Planning Commission, Item 5.3 (March 5, 2024)

As was established by LAFCO, and confirmed by John Tuteur, and to my stunning surprise, the land in and around Bell Canyon is within City Limits (and not in the County). The updated zoning map should clearly so reflect, as indeed was promised to me by the City some years back. Alan Galbraith, St. Helena Mayor, 2014-18.

Sent from my iPhone

Xinia Gamero

From: LAURA KEIR <lkeir@me.com>
Sent: Friday, March 1, 2024 11:21 AM
To: Public Comment
Subject: [External] Spring Street Rezone

Hello
It's my understanding that with the new laws in California we are not able to consider lack of parking and traffic and water issues in issuing permits to build. To even consider the properties on Spring street for high density is negligent by the city council. The school traffic alone should have been considered along with the "Cut-through" traffic avoiding Hwy 29.
It appears we have no say nor choice in our city development.
It will be interesting to see what developers benefit from this rezone! Since Site 10 is for sale and was when put on the list!
Thanks,
Laura Keir

From:	debra lunardini
To:	Public Comment
Subject:	[External] Planning commission: Zoning Map amendment Site 10
Date:	Saturday, March 2, 2024 10:03:17 PM

Re: Planning commission: Zoning Map amendment Site 10 change from Medium Density Residential to High Density Residential.

My name is Debra Lunardini.

Being a third generation Californian born in San Francisco, I grew up with Napa Valley as my backyard. I've spent much of my life visiting the valley as a child and as an adult. It was always a treat to get out of the city and spend time with family and friends in the wine country.

Ten years ago I was able to accomplish a lifelong dream and purchase a small 2 bedroom, 1 and 1/2 bath mid century track home in Saint Helena located at 2081 Spring Street. When I saw this house it was quite plain but had a beautiful view across the street of a vineyard, barn and water tower and was next door to a 150 year old 'Old Vine' Zinfandel vineyard. It was idyllic. The peace and quiet of living in this beautiful country setting was something I had always dreamed of. It was what originally brought me to St Helena.

I personally designed every detail of every inch of this home. Completely remodelling it using Saint Helena contractors and sourcing all materials locally. Over several years of hard work I created my dream house. I'm an upstanding citizen and an avid believer of shopping at small locally owned businesses and purchase everything I possibly can from our local shops.

When I purchased the house my real estate agent explained that 'vrbo'was not allowed. I was pleased to hear this as I had no intention of having strangers renting my home and was relieved to know that this quiet, peaceful single family residential neighborhood would remain the same.

I completely understand that things can change. I also understand the need for affordable housing is important. However changing this to a high density site while proposing an 88 unit monstrosity, on a little over 4 acres is completely out of character with the existing surrounding neighborhood. I know this is quite a difficult balancing act, however these high density proposals would be detrimental and change the character of our local community and ultimately make our city less desirable as a tourist destination.

Sincerely,

Debra Lunardini

Hello,

I am a partial owner along with my three siblings of site #10 of the housing element which is a vineyard located on Spring St. between Valley View and Hudson Street. We also own the residence located at 1933 Spring Street adjacent to the vineyard. Both are currently up for sale. We are adamantly opposed to the "upzoning" of the vineyard property to high density residential. As owners we have not received any public notifications addressed to us regarding this proposal. Even with this meeting on the calendar we still haven't received any notification to us as the owners. We only found out about this through word of mouth. Is this normal to upzone and aggressively devalue a property without even contacting the owner?? Seems anything but transparent.

We have owned this property for over ninety years. In the 1950's a portion of the property was sold by our family with the intention of it being developed as the current day Valley View subdivision. In that 91 years we have seen the property rezoned from AG to low density then to Medium Density. We did not contest any of those changes as they seemed appropriate for future development. We have done our part in rezoning and selling property for development in this community. Now the move to High Density, which greatly reduces the value of the property from a development aspect is not acceptable to us. Are we to assume this is a thank you for our 91 years of excellent stewardship of the land?

I see there are additional sites available in the community i.e. Adams St. by the library and Bank of America property just to point out a couple. Of all the sites selected #10 has more single family homes attached to the property line than all of the other sites combined! As a matter of fact, there are vineyards within a 500-yard radius of site #10 that have little to no neighboring homes that were not included. No vineyards between White Sulfur Springs Rd. and Grayson Avenue were selected at all.

It appears this site was selected as a result of ease and convenience and not for being feasible or realistic. We inquired as to why it was selected but there was no concrete answer given. We agree with medium density zoning as it is applicable to style and the needs of the neighborhood and the community. This is why we never contested it. Now that we are just finding out about this request, we have been told by city staff that the Planning Commission will sign it and the City Council will follow suit. We hope this public comment isn't just for show as we would have voiced our concerns earlier and advocated for our property, but we never solicited for our input. Seems as if this was done behind the scenes and everybody's mind is made up without input from the people that own the property or those directly affected.

Additionally, the city placed the residence at 1933 Spring St. (adjacent to site #10) in the historic overlay. As I understand it all modifications to the house are discretionary as the historic overlay designation will "preserve the character" of the neighborhood. So how is a high-density development (potentially three-story apartments) directly next to the historic home preserving the character of neighborhood or the historic home? I also noticed this week a house exactly like ours located at the corner of Fir Hill and Madrona Ave. which I believe was built by the same builder during the same era and looked the same as ours was bulldozed. Why is it that some people in this community can level their historic home to the ground and others need discretion to do anything to it? Once again, I can't begin to understand the thought process or rationale with that decision only to go back to site #10 being selected as a means of ease and convenience. In short,

the city committed property to the state via the housing element but failed to do their due diligence in receiving input from the people affected the most by the decision.

I looked back at previous meetings regarding the issue that we were never made aware of as well and I see that there were no comments received opposing the matter. Please ask yourself in all honesty, in a city like ours, if 30 plus homes/homeowners were aware that the city was wanting to make their vineyard view into multi-family housing for rent that someone would have commented **if** the public notification process was working. I know we would have been there.

I thank you and appreciate your time and consideration in the matter.

Respectfully Submitted,

Mike Quaglia, Janet Keene,
Cynthia Quaglia, Debra Mills

Xinia Gamero

From: Linda Reiff <lreiff@comcast.net>
Sent: Monday, March 4, 2024 1:08 PM
To: Public Comment; cityclerk; Maya DeRosa; Planning Commission
Subject: [External] Public Comment on Planning Commission March 5 2024 Agenda Item 5.3

Dear Planning Department and Commissioners,

I am the owner of the property directly across the street from 1933 Spring and its vineyard, which apparently you are considering re-zoning to high-density housing.

I did not receive any notice from the city on this matter and I have not found any other neighbors of the property who were given notice either. Isn't this required?

The property you are considering is in agriculture which is considered a core community value. The city apparently recently rezoned it to medium density housing and now wants to make it high density housing which would severely impact the agrarian nature of the neighborhood. Why did you not engage with the neighbors on this matter before even considering such a thing?

While I understand the city is under pressure from the state to approve more housing, this is not the location where it should be done. The traffic impacts alone would be substantial and given this is the route to two of our public schools, it would be dangerous for children.

I respectfully ask that you not re-zone the property and instead engage with all neighbors about the future of the site. Thank you for your consideration.

Sincerely,
Linda Reiff

Xinia Gamero

From: Carolina S. Centola <carolschoof.centola@gmail.com>
Sent: Monday, March 4, 2024 2:05 PM
To: Public Comment
Subject: [External] 1933 Spring

I hereby oppose to re-zoning 1933 Spring St. to build 88 units.
It will be a total disrupt to town, traffic and safety for our kids.

Kind regards,

CSC

Xinia Gamero

From: Hilary Wayne <hilarymwayne@gmail.com>
Sent: Monday, March 4, 2024 2:12 PM
To: Public Comment
Subject: [External] Re-zoning in St. Helena

Hi there,

I'm writing in to oppose the re-zoning at 1933 Spring Street in St. Helena. This is not an ideal location for many reasons. The traffic and congestion alone in the towns thoroughfare would be incredibly disruptive to this community. I am in favor of high density development in out town but this location is terrible. This would really negatively impact the neighborhood and should be stopped.

Thank you.

Hilary Wayne
St. Helena resident

Sent from my iPhone

Good evening Saint Helena City Council,

My name is Stefano Particelli. I am a 3rd generation resident of Saint Helena. My family has owned and operated a business here since 1960. I stand before you with regret and shock to learn of the planning commission's proposal to rezone the residential areas of site 10 and 11 from medium density to high density.

I have had the pleasure of raising my three sons, Dante, Luca and Marco in my hometown. Our home is located on Hudson Avenue and for the past eight years, I have watched my children play in a backyard privileged with a vineyard view, ride their bikes around the block freely with little worry of traffic congestion and safety. This is what I did when I was a child. It is the only town I know.

When we purchased our home, we understood the possibility of development in a medium density zone, not high-density apartment buildings. There are nearly 90 family homes that would be directly and negatively impacted by this zoning change. Of the high-density sites identified in the housing element, this one has more homes around it than all of the other sites combined.

There are many reasons you should vote against this proposal.

I'm here to ask for your consideration in preserving the best parts of our community by finding an alternative high density housing solution.

Thank you.

Xinia Gamero

From: Ian Devereux White <ian@smithdevereux.com>
Sent: Monday, March 4, 2024 3:13 PM
To: Public Comment
Subject: [External] OPPOSITION: GPA 2024-001 / ZMA 2024-001

Hello,

I am writing in STRONG opposition to the zoning request at tomorrow nights meeting where the vineyard space between Valley View and Hudson would be approved for development. That area already has traffic and safety issues as it's where all the kids and families travel to school and our infrastructure is maxed out as it is in what is a wonderful small community.

Please do not allow this to happen to our community.

Thank you,
Ian White
Father, coach, resident
1365 Sylvaner Ave
ST. Helena CA 94574

Xinia Gamero

From: Tina DeGeorgio <tinadegeorgio@gmail.com>
Sent: Monday, March 4, 2024 3:47 PM
To: Public Comment
Subject: [External] Opposed - Saint Helena Rezoning (Spring Street/Valley View)

Importance: High

Dear Planning Commission,

We are so stressed out when we heard about the proposal for rezoning the subject property. This proposal will negatively impact all of our property and neighboring properties. My immediate concerns are as follows:
1. Devaluing our property and our neighborhood properties,
2. Tranquility of our neighborhood will be interrupted greatly,
3. Increased traffic - The traffic is already so busy especially during rush hour. The additional 88 plus households will add hundreds of additional vehicles traveling in our neighborhood plus more trucks and school buses. The area roads were not developed for such high density traffic.
4. Safety - St.Helena will be transformed from the small town special place, that we have preserved for years, to a mini San Francisco.
5. Privacy - our property's back door is facing the vineyard with no obstructed view of the vineyard. With this proposed rezoning it will definitely put our property in the same low income housing category.
6. St. Helena will be forever transformed. Our City is rich in history and tradition. This needs to be protected not squandered. Vineyards are the backbone of St. Helena, removing this vineyard is destroying our city. Rezoning will destroy the lifeblood of our city. We cannot erode our precious farmland.
7. Vineyards need to be protected not removed. We are a land locked city, we cannot make more land, or vineyards, once removed it cannot be replaced. Save our vineyard!

Thank you in advance for hearing our concerns. We are always available to discuss this important issue by phone at 713.859.5981, or in person.

Thank you,

Thomas and Tina DeGeorgio
1180 Valley View Street
St. Helena, CA.

Xinia Gamero

From: Stefan Blicker <stefan@bpwine.com>
Sent: Monday, March 4, 2024 3:51 PM
To: Public Comment
Subject: [External] Spring St. High density plan

Hello, Stockton St. residents here- my comment about the proposed plan is that this would be a dangerous and expensive mistake. Too much traffic (all parents and children) already exists due to the school proximity- this high density plan would exacerbate this situation tenfold. Spring St is not the place for so many units at once, and the city has other relatively unused properties (Library ?) Vote no!

Stefan Blicker

Sent from my iPhone

Xinia Gamero

From: Joanne Blicker <joanneblicker@icloud.com>
Sent: Monday, March 4, 2024 3:59 PM
To: Public Comment
Subject: [External] 1933 Spring

I am writing to oppose the proposed high density development the city is discussing. We are located at 1243 Stockton and already have so much school traffic on this small street. Not safe to add even more. I am sure there are better locations that you could consider. I am voting please don't or no!

Joanne Blicker
Sent from my iPhone

Xinia Gamero

From: Herta Peju <hpeju@peju.com>
Sent: Monday, March 4, 2024 4:24 PM
To: Public Comment
Subject: [External] DEVELOPMENT VALLEY VIEW AND HUDSON - OPPOSE RE-ZONING

Respectfully to the City of St Helena, I'm writing to you
So that you consider carefully the consequences of allowing this large housing development
At this particular address, so close to the St Helena Elementary School and others.
Imagine the traffic created by such a density housing ……. I'm sure you are aware.

Our children and Grandchildren (who live on Sylvaner) walk this are freely and will not be able to do any longer.
This will change the character of the small town feel of this unique community.
I urge to vote NO.

Thank you.
HB

Herta Behensky Peju
PEJU Province Winery and Vineyards
8466 st Helena Hwy - p o box 478
Rutherford (Napa Valley) Ca. 94573
Peju.com
Calmereestate.com

M: 707 480 5195
O: 707 963 3600

Xinia Gamero

From: Ana Canales <anacanales@me.com>
Sent: Monday, March 4, 2024 5:43 PM
To: Public Comment
Subject: [External] Rezoning of 1933 Spring Street

Dear Members of the Planning Commission:

We request that you do not approve the above listed address for high density zoning. Unlike the other high density complexes in town, this is not at end of a street but rather in the middle of a busy thoroughfare. This location will adversely affect traffic pattens to both the high school and primary school.

Certainly medium density zoning for this lot would be more appropriate.

Thank you for your consideration.

Ana Canales and Bruce Streblow
1219 Stockton Street, SH
Sent from my iPhone

Xinia Gamero

From: Lily Cronwall <llcronwall@gmail.com>
Sent: Monday, March 4, 2024 6:48 PM
To: Public Comment
Subject: [External] 1933 Spring Street

While we need additional housing in this small unique town, a large high density development doesn't belong in this single family neighborhood. Please reconsider how this change will impact the current community.
Sent from my iPhone

Xinia Gamero

From: Kimberly Labry <kimlabry@gmail.com>
Sent: Monday, March 4, 2024 8:18 PM
To: Public Comment
Subject: [External] Concerns of 1933 Spring Street

To the Planing Commission-

I am a resident of Napa Valley and my daughter attends school in St Helena. We were made aware of the potential build of a high density housing complex at 1933 Spring Street and it is of huge concern for my family and the community. It would negatively impact the community with increased traffic and cars- and put risk to our children and the small community we all call home.

We oppose this happening and would hope the planning commission will take the comments of the residents into account when evaluating this.

Kimberly Labry
916-759-6288

Xinia Gamero

From: Lisa Empting <miata1_212@msn.com>
Sent: Monday, March 4, 2024 9:10 PM
To: Public Comment
Subject: [External] Rezoning

Hello,

I am writing to you because I oppose the rezoning at 1933 Spring Street between Hudson Ave and Valley View. We live across the street and never received anything from the city on this matter. This area is already a very high traffic area, as locals use it as a back road to and from school and work. Also, many children use it to bike/walk to school and activities. I have three small children and have concerns of all the current traffic. Turning this area into high density would deeply affect Saint Helena residents, negatively. Not to mention, loosing agriculture, the core of our community.

I kindly ask for your consideration to find an alternate place to rezone for high density. Perhaps an area that is not so heavily populated and an are that doesn't already have existing heavy traffic.

Many thanks for considering the safety of our children in this small community.

Thank you.

City of Saint Helena Planning Commission
Regular Meeting Tuesday, March 5, 2024 @ 6PM
Vintage Hall Board Room – Second Floor
465 Main Street, Saint Helena

David Prueter
1118 Valley View Street, Saint Helena
davidprueter@yahoo.com
330-206-0094

March 4, 2024

Dear Saint Helena Planning Commission:

I write regarding Public Hearing Agenda Item 5.3 of the City of Saint Helena Planning Commission Regular Meeting scheduled for Tuesday March 5, 2024.

> Agenda Item 5.3 includes a Staff recommendation that the Planning Commission adopt a resolution recommending that the St. Helena City Council: "Adopt an Ordinance approving an Amendment to the General Plan (GPA 2024-001) Updating General Plan Figure 2.1 and Adopt a Zoning Map Amendment (ZMA 2024-001) to identify zone changes for the designated Housing Opportunity Sites to be consistent with the 2023-2031 Housing Element, and incorporating these changes into the General Plan and Zoning Map."

The Planning Commission's adoption of the proposed resolution would violate the Public Hearing Notice Requirement of the Saint Helena Municipal Code and the California Government Code.

Title 17 of the Saint Helena Municipal Code (hereinafter "Zoning Code") provides that Amendments to the General Plan require a properly noticed public hearing in compliance with Section 17.04.080 of the Zoning Code (hereinafter "Public Hearing Notice Requirement"). (*See* Zoning Code 17.06.040). Likewise, amendments to the Zoning Map and text require a properly noticed public hearing in compliance with the Public Hearing Notice Requirement. (*See* Zoning Code 17.07.060).

The Public Hearing Notice Requirement provides, in relevant part:

> Notice shall be given by the following, except as provided below in subsection C, Special Provisions:
>
> a. Mailed notice to the applicant, the owner of the property, persons who have requested notice of a hearing for a specific project, and all property owners within 300 feet of the proposed project site.

(Zoning Code 17.04.080). (*See* Addendum to this letter regarding subsection C, Special Provisions of the Public Hearing Notice Requirement).

GPA 2024-001 is an amendment to the General Plan and therefore requires a mailed notice under 17.04.080 of the Zoning Code. ZMA 2024-001 is a Zoning Map Amendment and therefore requires a mailed notice under 17.04.080 of the Zoning Code. On information and belief, the city failed to provide proper notice according to the Public Hearing Notice Requirement in the form of mailed notice to the applicant,

the owner of the property, persons who have requested notice of a hearing for a specific project, and all property owners within 300 feet of the proposed project site.

For at least the foregoing reasons, the Planning Commission's approval of the proposed resolution would violate the Public Hearing Notice Requirement of the Saint Helena Municipal Code. For at least the same or similar reasons, the Planning Commission's approval of the proposed resolution would violate California state law. (*See e.g.*, Ca. Gov. Code §§ 65853, 65854, 65091). Accordingly, I respectfully request that the Planning Commission deny adoption of the proposed resolution.

The City is attempting to use the 2023-2031 Housing Element to improperly rezone land and avoid compliance with the Public Hearing Notice Requirement of the Zoning Code

The Resolution currently before the Planning Commission, states that the "California state law (Gov. Code § 65300.5) requires horizontal and vertical consistency for General Plans and zoning ordinances." (Resolution, Recital 10). Resolution Item A.3 further provides that the proposed General Plan Amendment (GPA 2024-001) and Zoning Map Amendment (ZMA 2024-001) do nothing more than "bring the maps into conformance with the City's adopted and certified 2023-2031 Housing Element…" Finally, in reference to the proposed General Plan Amendment (GPA 2024-001) and Zoning Map Amendment (ZMA 2024-001), the Planning Commission Report states that "[t]he changes noted above [i.e., rezoning of Sites 1, 2, 4, 5, 8, 10, and 11] are limited to clean-up items intended to bring our General Plan and Zoning Map into conformance with our adopted and state certified Housing Element, consistent with state law." (*See* Planning Commission Report, page 3, lines 12-14). Despite the deliberately passive language of these recitations, the Ordinance being proposed by the Planning Commission is anything but a simple "horizontal and vertical" integration "limited to clean-up items." Rather, the Ordinance is a de facto rezoning for which, as set forth above, state and local law requires a properly noticed public hearing in the form of mailed notice to the applicant, the owner of the property, persons who have requested notice of a hearing for a specific project, and all property owners within 300 feet of the proposed project site.

Put another way, it appears that the City developed an update to the Housing Element which it is now using as a Trojan Horse to impose drastic and undesirable rezoning on neighborhoods, evading the Public Hearing Notice Requirement. While a memorandum (hereinafter the "Memo") released by the Senior Planner to the Planning Commission on March 4, 2024 (the evening before the Planning Commission Meeting) provides a self-serving account of the Housing Element process, I ask the members of the Planning Commission the following questions, at least with respect to Site 10 (the largest proposed rezoning, impacting the most members of the community):

1. Can you reasonably agree with the assertion in the Memo that the Housing Element process included "a robust community engagement program tailored to ensure community and other stakeholders were engaged in the process and are given ample opportunities to provide input" when, as evidenced by the Public Comments submitted to the Planning Commission within the last few days, many homeowners living adjacent to Site 10 (including the Site 10 property owner) were unaware of the proposed rezoning?
2. Is a Focus Group of five (5) people, consisting of only city officials and a fair housing advocate, sufficient and representative of the community and inclusive of the people impacted most by the proposed changes?

3. If the City truly "attempted to make the process extremely transparent and open for public participation" (as the Memo states), how did only "30 people sign[] up to receive housing element update emails" over the course of three years?
4. Although the Memo refers to "workshop and study sessions" (the attendance at which is unclear), can you reasonably conclude that such sessions were effective at accomplishing the stated public participation objectives when, as evidenced by the Public Comments submitted to the Planning Commission within the last few days, many homeowners living adjacent to Site 10 (including the Site 10 property owner) were unaware of the proposed rezoning?
5. Although the Memo alleges that a letter was sent to the property owner in July 2022, the City admits that "this letter did not identify a specific zoning change." Is one letter, sent only to the property owner, and which fails to inform the property owner of the proposed rezoning truly adequate, and does it not unreasonably omit those in the neighborhood impacted by the rezoning?

I respectfully submit that the City's efforts to include the community in the Housing Element process were, at best, seriously ineffective and unsuccessful, and, at worst, intentionally deceptive and insincere. The City's actions to rezone land—presented now under the guise of a simple "clean up" to be consistent with the Housing Element—suggests that the City was aware that if it had engaged the community in good faith during the Housing Element process that it would have encountered resistance, making the Housing Element process more challenging. While I understand the need for the City to adopt a Housing Element in compliance with state mandates, the City has done so in a manner for which all evidence shows a failure to secure sufficient public participation. Although the City may find satisfaction in its ability to appease the California Department of Housing and Community Development, it has done so by unfairly sacrificing the considerations and priorities of its own community members and neighborhoods.

Irrespective of whether the City's efforts for public engagement during the Housing Element process were sufficient, importantly, the Memo is silent with respect to any attempts to comply with the Public Hearing Notice Requirement of the Zoning Code. As set forth above, the proposed General Plan Amendment (GPA 2024-001) and Zoning Map Amendment (ZMA 2024-001) currently before the Planning Commission require a properly noticed public hearing in the form of mailed notice to the applicant, the owner of the property, persons who have requested notice of a hearing for a specific project, and all property owners within 300 feet of the proposed project site. As set forth above, on information and belief and as further evidenced by the Memo's silence on the topic, the city failed to provide proper notice according to the Public Hearing Notice Requirement.

For at least the foregoing reasons, the Planning Commission's approval of the proposed resolution would violate the Public Hearing Notice Requirement of the Saint Helena Municipal Code as it is a de facto rezoning, not merely a simple clean-up. For at least the same or similar reasons, the Planning Commission's approval of the proposed resolution would violate California state law. (*See e.g.*, Ca. Gov. Code §§ 65853, 65854, 65091). Accordingly, I respectfully request that the Planning Commission deny adoption of the proposed resolution.

Sincerely,
David Prueter

Addendum

GPA 2024-001 and ZMA 2024-001 are not subject to the Special Provisions of the Public Hearing Notice Requirement of the Zoning Code.

The Special Provisions of the Public Hearing Notice Requirement provide:

> **Special Provisions**. The following special public hearing notice provisions shall apply to the adoption of a General Plan, General Plan element, substantive text amendment of the General Plan, substantive text amendment of the Zoning Ordinance, and any project, including a General Plan land use map amendment, for which the number of property owners who would be sent a public hearing notice pursuant to this Title is greater than 1,000:
>
> 1. Placing a display advertisement of at least one-eighth page in a newspaper determined to be a newspaper of general circulation in the City; or
> 2. Placing an insert with any generalized mailing sent by the county or City to property owners in the area affected by the proposed ordinance or amendment, such as billing for City services.
>
> The public hearing notice required pursuant to this Section shall be in lieu of that required by subsection B, Noticing Procedures, except for the applicant and property owner.
>
> (Zoning Code 17.04.080, emphasis added)

On information and belief, neither GPA 2024-001 nor ZMA 2024-001 is subject to the Special Provisions of the Public Hearing Notice Requirement of the Zoning Code because the number of property owners who would be sent a public hearing notice pursuant to the Public Hearing Notice Requirement is not greater than 1,000. Specifically, with reference to the sites identified in amended Figure 2.1 of the General Plan (GPA 2024-001; Sites 1, 2, 4, 5, 8, 10, and 11) and the sites identified for rezoning in the Zoning Map Amendment (ZMA2024-001; Sites 1, 2, 4, 5, 8, 10, and 11), none individually or in combination, would require greater than 1,000 notices when counting the applicant, the owner of the property, persons who have requested notice of a hearing for a specific project, and all property owners within 300 feet of the proposed project site. Moreover, to the extent the Planning Commission asserts that the number of property owners who would be sent a public hearing notice pursuant to the Public Hearing Notice Requirement is greater than 1,000 for GPA 2024-001 and/or ZMA 2024-001, at least ZMA 2024-001 is still not subject to the Special Provisions because the Special Provisions apply to "the adoption of a General Plan, General Plan element, substantive text amendment of the General Plan, substantive text amendment of the Zoning Ordinance, and any project, including a General Plan land use map amendment," of which ZMA 2024-001 (a Zoning Map Amendment) is not one.

Because GPA 2024-001 and ZMA 2024-001 are not subject to the Special Provisions of the Public Hearing Notice Requirement of the Zoning Code, GPA 2024-001 and ZMA 2024-001 require a mailed notice under 17.04.080 of the Zoning Code. As set forth above, on information and belief, the city failed to provide proper notice according to the Public Hearing Notice Requirement in the form of mailed notice to the applicant, the owner of the property, persons who have requested notice of a hearing for a specific project, and all property owners within 300 feet of the proposed project site.

Xinia Gamero

From: Celine Birch <celinebirch@gmail.com>
Sent: Tuesday, March 5, 2024 3:43 AM
To: Public Comment
Subject: [External] Oppose high density zoning-1933 Spring St

To whom it may concern,
I am a resident of Saint Helena and I oppose the rezoning of 1933 Spring St as high density.
Thank you,
Celine

Xinia Gamero

From: Nancy King <nancyking220@gmail.com>
Sent: Tuesday, March 5, 2024 8:20 AM
To: Public Comment
Subject: [External] Quaglia Property

How is it possible that we were never notified by the city that our backyard view of over 30 years would go from vineyard and the western hills to 3 or 4 story apartment buildings?

My husband and I oppose this decision and totally disagree with the way it is being processed.

Nancy and Doug King
1143 Hudson Ave, St Helena, CA

Xinia Gamero

From: Melinda Kearney <melinda@lorenzawine.com>
Sent: Tuesday, March 5, 2024 8:59 AM
To: Public Comment
Subject: [External] Public Comment on Planning Commission March 5, 2024 Agenda Item 5.3

Dear St. Helena City Council,

I am writing as a homeowner and a fence-sharing neighbor of 24 years to parcels 10 and 11 on Spring Street between Hudson Ave and Valley View.

It is my understanding as an owner of a property within 300 feet of a parcel up for a change that I would receive direct notice of any rezoning proposals. And as a member of this community, I would have the opportunity to express my point of view on this project before it's decided. To date, I have not received any direct information from the city regarding this proposed change. Why is this?

I am opposed to the proposed change from medium density to high density housing on this parcel. There are over 30 homes and properties directly affected by this proposed change, with the potential to devalue our properties, change our quality of life and negatively affect pedestrian safety in an area already impacted by high traffic flow to schools and Hwy 29 bypass.

We have a unique and special town for many reasons, and while I endorse and understand the need for housing especially for our workers, I believe there are other properties that would have less negative impact and a more positive outcome with thoughtful consideration, planning and community input.

We all deserve and have the right to know of proposed changes that would have impact on our properties. Why did we not receive notice?

Thank you.
Melinda Kearney
707-287-4113

Xinia Gamero

From: Elaine Honig <elaine@studio4forty.com>
Sent: Tuesday, March 5, 2024 9:03 AM
To: Public Comment; cityclerk; Maya DeRosa; Planning Commission
Subject: [External] Public Comment on Planning Commission March 5 2024 Agenda Item 5.3

Dear Planning Department and Commissioners,

I live at 1248 Stockton Street and am writing to offer my support for rezoning 1933 Spring St to high density housing. We need housing in town, and the east side has complained that they have to carry the burden of new development. This location is perfect for more west side housing, and you have my full support.

This site will bring more affordable housing to town, enhance our town with more people who can support our businesses. Please don't let the complaints of a few people outweigh the need of the many.

Sincerely,

Elaine Honig
Founder & CFO
STUDIO 4Forty
707-479-2055
elaine@studio4forty.com
www.studio4forty.com

Xinia Gamero

From: Maxine Angell <maxlangell@yahoo.com>
Sent: Tuesday, March 5, 2024 10:20 AM
To: Public Comment; MDeRosa@cityofthelena.org
Subject: [External] Opposed to Rezoning 1933 Spring Street

Dear Planning Commission;

I am a 32 year resident of Saint Helena and live one house away from the proposed zoning change to 1933 Spring Street from
moderate density to high density housing. I am opposed to rezoning this property and shocked that neighbors were not notified to provide feedback or input into the proposed rezoning. I heard about the rezoning, three days ago from my neighbor who I saw in the yard, yet this change
would have a permanent, deleterious effect on the charm, peace and quiet of the neighborhood.

I am also concerned, that despite promises from city administration and staff to provide communication and resident participation in the democratic process, that these decisions are made by consultants and city employees, with no resident participation and then presented
for approval. How can community development exclude residences bordering the property and the neighboring residents?

I am supportive of the need for affordable housing in St. Helena, yet I do not support 144 units on 4 acres in a quiet, residential neighborhood.
The proposed rezoning will lower my property value and change the quiet, peaceful character of the neighborhood. Valley View Street is used to bypass the freeway and is too congested, as it is. There are many areas of town that are more suitable for a high density project such as the one
that is proposed, some have been previously identified, some not.

I ask the Planning Commission not to adopt the resolution and to provide notice to all residents who would be impacted by the changes before voting on this or any other measure. I believe there needs to be more engagement with residents and more transparency from city a staff and administration about how these issues are advanced within city government.

Sincerely,

Maxine L. Angell
2101 Spring Street

Xinia Gamero

From: Woody Davis <woody.davis1989@gmail.com>
Sent: Tuesday, March 5, 2024 10:33 AM
To: Public Comment
Subject: [External] Housing Element- Public Comment 3/5/24

To whom it may concern,

My name is Woody Davis. My wife and I are very fortunate to live in St. Helena, a block away from my childhood home that I grew up in. We have a 1-year-old that we are excited to raise in St. Helena and grow up in the same town as I did.

My wife stumbled across the recent proposal that suggests multiple sites have their zoning adjusted, mostly in favor of increasing the housing density from its current zoning, in the biweekly e-agenda for this meeting.

While I am all for more housing if need be, the planning commission should not make irrational decisions and hide things from the community. Proposed sites 10 and 11 stand out to me. They are in the middle of single-family neighborhoods and existing vineyards, making St. Helena the community it is. Every other site is neighboring multi-level commercial or residential sites (or at least in view of one).

Site 10 is the one that stands out the most. Yes, I have a lot of stake as it is my backyard. But I also grew up in this neighborhood and have fond memories of riding my bike and playing within this block. Bringing high-density housing will severely impact this already busy cut-through on Valley View and surrounding streets.

Per CC&Rs we can't build our house over a story and a half but the city is okay with 3 story-high, high-density housing units towering over the perimeter of our lot, which is quite contrary to our regulations.

Even property owners, like us, within 300 feet of the site have never been notified of the proposed change. The city has not been transparent with this change and even property owners like Mr Quaglia haven't been inaccurately notified of the rezoning. The city posts via its new newsletter initiative and social channels about downtown updates, filling potholes, and getting electric city vehicles, but not this, which has a much larger impact.

Lastly, see below. This is an email correspondence between Maya and me. I asked about zoning changes but because I did not use the correct project names she refused to acknowledge changes were being proposed. To me and others I have asked, this seems irrational and I don't understand how she couldn't acknowledge changes were going on within a separate project for the same address.

From: Maya DeRosa <MDeRosa@cityofsthelena.org>
Sent: Tuesday, November 14, 2023 1:45:26 PM
To: Woody Davis <woody.davis1989@gmail.com>
Subject: RE: [External] Zoning

Correct no change.

MAYA DEROSA, AICP
COMMUNITY DEVELOPMENT DIRECTOR
City of St. Helena | Community Development Department
1088 College Avenue | St. Helena, CA 94574
Direct: (707) 967-2783 | mderosa@cityofsthelena.org | http://cityofsthelena.org/planning

From: Woody Davis <woody.davis1989@gmail.com>
Sent: Monday, November 13, 2023 9:27 AM
To: Maya DeRosa <MDeRosa@cityofsthelena.org>
Subject: Re: [External] Zoning

Thanks for getting back, Maya.

Can you confirm what I'm seeing is correct?

1933 Spring st. is not changing as far as zoning goes in the proposed new zoning map?

Thanks,

Woody

Get Outlook for iOS

Thank you for your time and I hope you make decisions as if this was your home too.

Woody Davis

Xinia Gamero

From: David PEARSON <dpearson@josephphelps.com>
Sent: Tuesday, March 5, 2024 11:10 AM
To: Public Comment
Subject: [External] Low Cost Housing Project

Dear City of St Helena,

I am a resident of St Helena since 2004. I live with my family at 1450 Hudson Avenue.

I have been informed of the plans to transform vineyard land on Spring and Valley View into low-cost housing.

Please know that I am opposed to this project moving forward.

While I am supportive and understanding of the need for low-cost housing in St Helena and Napa Valley, I am quite surprised and very concerned by this decision in particular. It seems to me that there are other areas in St Helena that are much more spacious and more appropriate for this kind of project. But most concerning is the fact that there has apparently been no notice given to residents immediately impacted. If this is accurate, that residents have not been advised and given the chance to publicly comment, then it is crucial that the proper procedure be respected.

Pending this clarification, I am strongly opposed to moving forward with this project.

Sincerely,

David Pearson

David Pearson
President

Joseph Phelps Vineyards
St. Helena, CA 94574
Mobile - (707) 531-3872
Email - dpearson@josephphelps.com
Web - www.josephphelps.com

##
##
"Le contenu de ce message peut etre protege et / ou confidentiel. Si vous avez recu ou avez des raisons de croire que vous avez recu ce message par erreur, s'il vous plait, supprimez le sans le lire et avisez immediatement l'expediteur.
The contents of this message may be privileged and/or confidential. If you have received or have reason to believe you have been sent this email in error, please delete it without reading it and notify the sender immediately."

##
##

Xinia Gamero

From: Mcknz <mcknz@comcast.net>
Sent: Tuesday, March 5, 2024 12:15 PM
To: Public Comment
Subject: [External] Rezone 1933 Spring St property

To
Planning Commission/City Council

In response to the necessary public notice to those that live 300 feet within a property considered for development/ change:
The previous notices, stating property being was considered for meeting the states housing mandates for 2031, never informed us that this **particular** property would be **rezoned**!!
We as residents should have had a direct communication stating the zoning was changing to “High Density”.
We would have provided further comment and strongly disagreed to this move.
Therefore, this matter needs to be fully reviewed and the opportunity for all to express our concerns now knowing the full facts.
This matter needs to be delayed to allow the City’s requirements to their citizens be met!
We are strongly opposed to the rezone due to all of the items most of the folks have noted. This area is already heavily impacted by traffic and congestion within the main path of two schools and used to transport folks off highway 29 through town.
I understand areas off Dean York , were taken out of consideration because the views would be blocked? Hardly a valid reason when Spring St views will be blocked the lighting alone for this many units will blind us all (we never did get shields on the intrusive LED lights PGE put in!) and the traffic pattern that already exists in the area. It’s a freeway of speeding cars throughout the day.
Based on the new state laws, it’s my understanding, once this is rezoned the commission and councils will have very little, if any, say in the control of the development.
There are better more suited areas!
Thank you
Brian Schleicher

Xinia Gamero

From: Sally and Sam <sandsburton@gmail.com>
Sent: Tuesday, March 5, 2024 2:48 PM
To: Public Comment
Subject: Fwd: [External] Planning commission: Zoning Map amendment Site 10

To Whom it may concern,

Re: Planning commission: Zoning Map amendment Site 10 change from Medium Density Residential to High Density Residential

We are opposed to the "upzoning" of the 1933 Spring Street property to high density residential, and would like the commission to consider the environmental impact of putting 88 units on a 4 acre parcel would do at this location, in addition to the additional traffic load, and changing the overall character of the neighborhood in this area.

As residents who own property on Valley View, we have not received any notification addressed to us as residents living in close proximity to this proposal, and or knowledge of reasonable attempt at outreach to the surrounding residents to garner comment and feedback on the proposal.

We would respectfully request that the proposal is rejected.

Sincerely
Sam and Sally Burton

Xinia Gamero

From: Jessica Hague <jessica@FrogsLeap.com>
Sent: Tuesday, March 5, 2024 3:01 PM
To: Public Comment
Subject: [External] Public Comment: Planning Commission Meeting March 5th: Agenda Item 5.3

Dear Planning Department and Commissioners,

I am a 14-year resident of 1154 Hudson Avenue and strongly oppose rezoning Site 10:Spring Street between Hudson Avenue and Valley View Street and Site 11:1637 Spring Street from Medium Density to High Density. Further, I remain consistent in my opposition to rezoning when these 2 sites were identified and rezoned from Low density to Medium density 8 years ago.

The city's opportunity sites selection process has disproportionately affected existing residential areas along Spring Street while ignoring larger vacant parcels along other east-west artery streets like Madrona Avenue and Sulphur Springs. I believe that the city can find way to maintaining the character, and safety of our existing residential neighborhoods, while seeking to create new residential development opportunities. The infrastructure along Spring Street, Valley View and Hudson Avenue is inadequate to support a high density residential zone. Spring at Hudson, Valley View at Hudson is currently unsafe for pedestrian crossing, and lack safe and ADA-compliant sidewalks.

The city has an opportunity to explore the potential for other westside sites north of Spring Street and south of Grayson Avenue, such as vineyard parcels along Crane Avenue, Fir Hill at Madrona, Madrona at Hudson Avenue, Sulphur Springs. The city was called upon to do so 8 years ago, and I find it extremely disappointing that instead of heeding the call from concerned citizens at the time, they have simply doubled down on previous decisions to meet the state requirement.

From MEMORANDUM DATE: March 4, 2024 TO: Planning Commission FROM: Aaron Hecock, Senior Planner RE: Housing Element Public Participation Process Summary
Opportunity Sites Selection
Vacant and underutilized sites throughout the city were considered as potential for housing development. Site selection for the residential site inventory started with City owned sites where residential development is in line with short-term City goals, then vacant and nonvacant sites zoned for residential use, and lastly sites that could be rezoned to accommodate residential development or residential development at a higher density. Several constraints were considered for each site, including environmental concerns, utility or infrastructure access, feasibility of redevelopment during the next planning period, and realistic capacity assumptions. Sites identified for lower income housing must meet certain density and site requirements, including a minimum density of 20 units per acre, parcel size between 0.5 and 10 acres, and access to high performing schools, jobs, amenities, health care facilities, and grocery stores.

Respectfully,
Jessica Hague

Jessica Hague
Vice President, Consumer Sales & Marketing
FROG'S LEAP
707-968-2503 Direct

Xinia Gamero

From: smokey_wigwam@yahoo.com
Sent: Tuesday, March 5, 2024 3:46 PM
To: Public Comment
Subject: [External] 1933 Spring Street

Not in favor of rezoning.

-Resident of Saint Helena

Xinia Gamero

From: bonnie storm <grove45@me.com>
Sent: Tuesday, March 5, 2024 5:44 PM
To: Public Comment
Subject: [External] 1933 spring Street

I am a resident on Tainter Street. I feel this high density proposal belongs somewhere else.
Bonnie Storm
Sent awkwardly from my iPhone

Xinia Gamero

From: Gemma Hanna <gemmahanna2007@gmail.com>
Sent: Wednesday, March 6, 2024 8:46 AM
To: Public Comment
Subject: [External] Planning Commission, Rezoning, April 2

I am a resident of Saint Helena and am strongly opposed to the rezoning of 1933 Spring Street to high density. As a high school student in St. Helena, it would negatively impact traffic getting to school and increase the chance of accidents.

Xinia Gamero

From: Maya DeRosa
Sent: Wednesday, March 6, 2024 9:12 AM
To: Xinia Gamero; Aaron Hecock
Subject: FW: [External] Opposed to Rezoning

MAYA DEROSA, AICP
COMMUNITY DEVELOPMENT DIRECTOR
City of St. Helena | Community Development Department
1088 College Avenue | St. Helena, CA 94574
Direct: (707) 967-2783 | mderosa@cityofsthelena.org | http://cityofsthelena.org/planning

---

From: Maya DeRosa
Sent: Wednesday, March 6, 2024 9:12 AM
To: tomdegeorgio@gmail.com
Subject: RE: [External] Opposed to Rezoning

Thank you, your comment has been received and will be included in the agenda packet for 4/2 when this item is on the next Planning Commission agenda.

MAYA DEROSA, AICP
COMMUNITY DEVELOPMENT DIRECTOR
City of St. Helena | Community Development Department
1088 College Avenue | St. Helena, CA 94574
Direct: (707) 967-2783 | mderosa@cityofsthelena.org | http://cityofsthelena.org/planning

---

From: tomdegeorgio@gmail.com <tomdegeorgio@gmail.com>
Sent: Tuesday, March 5, 2024 10:22 PM
To: Maya DeRosa <MDeRosa@cityofsthelena.org>
Subject: [External] Opposed to Rezoning

Subject: Opposed to Rezoning

Below is a copy of our note sent to the Planning Commission:

Dear Planning Commission,

We are so stressed out when we heard about the proposal for rezoning the subject property. This proposal will negatively impact all of our property and neighboring properties. My immediate concerns are as follows:

1. Devaluing our property and our neighborhood properties,

2. Tranquility of our neighborhood will be interrupted greatly,

3. Increased traffic - The traffic is already so busy especially during rush hour. The additional 88 plus households will add hundreds of additional vehicles traveling in our neighborhood plus more trucks and school buses. The area roads were not developed for such high density traffic.

4. Safety - St.Helena will be transformed from the small town special place, that we have preserved for years, to a mini San Francisco.

5. Privacy - our property's back door is facing the vineyard with no obstructed view of the vineyard. With this proposed rezoning it will definitely put our property in the same low income housing category.

6. St. Helena will be forever transformed. Our City is rich in history and tradition. This needs to be protected not squandered. Vineyards are the backbone of St. Helena, removing this vineyard is destroying our city. Rezoning will destroy the lifeblood of our city. We cannot erode our precious farmland.

7. Vineyards need to be protected not removed. We are a land locked city, we cannot make more land, or vineyards, once removed it cannot be replaced. Save our vineyard!

Thank you in advance for hearing our concerns. We are always available to discuss this important issue by phone at 713.859.5981, or in person.

Thank you,

Thomas and Tina DeGeorgio
1180 Valley View Street
St. Helena, CA.

Tom DeGeorgio

Xinia Gamero

From: Rita Cervone <rita.mk1@comcast.net>
Sent: Wednesday, March 6, 2024 10:43 AM
To: Public Comment
Subject: [External] DEVELOPMENT VALLEY VIEW AND HUDSON- OPPOSE RE-ZONING

Importance: High

Respectfully submitted to the City of St. Helena,

As the Great Aunt of my 3 Great Nephews who live on Hudson St. I am Adamantly Opposing this high density rezoning. It will bring even more traffic dropping the children to and from school, and impact many children that bike or walk to school. This will change the footprint of our small town that is unique to our community.

I am urging you to Vote NO.

Thank you.

Sincerely,

Rita Cervone
St. Helena Resident

Xinia Gamero

From: Allison Hackett <hackett.allison@gmail.com>
Sent: Wednesday, March 6, 2024 11:27 AM
To: Public Comment
Subject: [External] In Opposition of Rezoning on 1933 Spring Street

Hi there,

I am in opposition of the potential rezoning on 1933 Spring Street for high-density housing.

Thanks,

Allison

Xinia Gamero

From: Cindy Tzafopoulos
Sent: Wednesday, March 6, 2024 11:40 AM
To: Xinia Gamero
Subject: FW: [External] Spring St.

Public Comment

-----Original Message-----
From: Joan Crowley <joanmcrowley@icloud.com>
Sent: Wednesday, March 6, 2024 8:57 AM
To: cityclerk <cityclerk@cityofsthelena.org>
Subject: [External] Spring St.

Please reconsider high density housing in this area.
Joan Crowley
707-477-8039

Xinia Gamero

From: Katherine Salinas <kat@meusegallery.com>
Sent: Wednesday, March 6, 2024 12:01 PM
To: Public Comment
Subject: [External] Public comment - Quaglia Vineyard 1933 Spring Street.

Dear City Council Members,

I am writing to express my opposition to the proposed high-density rezoning in our community - Quaglia Vineyard 1933 Spring Street. While I understand the need for development, I believe that this particular proposal will have significant negative impacts on our neighborhood, especially concerning the safety of our children, the commute to school for many families, and the unique charm of Saint Helena.

The potential consequences of increased traffic due to the rezoning not only impact the safety of our children on their way to and from school but also have the potential to diminish the visual appeal of our beautiful town. The character of our community is deeply intertwined with its landscapes and green spaces, we must consider the long-term impact on these elements before making decisions that alter the fabric of our town.

Another concern is the potential increase in traffic that would result from this rezoning. Spring Street already has congestion and traffic during drop-off and pick-up times. Many students in our community rely on biking as their mode of transportation to school. The increased traffic associated with high-density development could create unsafe conditions for these young cyclists, posing additional risks to their well-being.

I strongly urge you to consider the potential consequences this rezoning may have on the safety and quality of life for the families in our community. I believe that a more thoughtful and comprehensive approach to development, with due consideration for traffic management, would better serve the long-term interests of our neighborhood.

Thank you for your time, I trust that you will carefully weigh the concerns raised by the community before making any decisions on the proposed rezoning.

Sincerely,

Katherine Salinas
CEO

Meuse Gallery
1331 Main Street,
St. Helena, CA 94574

d-707-968-5942
c-831-224-3717
kat@meusegallery.com
www.meusegallery.com

MEUSE
SIMON BULL

Xinia Gamero

From: Stephanie Davis <stephanielouisedavis@gmail.com>
Sent: Wednesday, March 6, 2024 12:04 PM
To: Public Comment
Subject: [External] Rezoning proposal for 1933 Spring

To whom it may concern,

I'm writing to make clear my opposition to the rezoning of 1933 Spring to high-density housing. I grew up on Olive Ave and attended school in town, primarily walking or biking to and from school and home for the majority of my childhood, and playing in the streets with friends in the neighborhood. Spring and Valley View are already heavily impacted by traffic for both schools on Greyson and west-side residents avoiding main street traffic. Adding 100 units on that property would increase traffic and decrease visibility on Spring and the Valley View intersection as parking would certainly overflow onto Spring. The increased risk to the children and teens who rely on the green belt on Valley View to get to school would be a travesty, and a contradiction to the recent investments in street safety for pedestrians and cyclists. The appeal of raising a family in a small safe town is the freedom and independence it affords the kids, an aspect of my childhood I am incredibly grateful for and want for my nephew growing up in the same neighborhood. I am a young single professional and am acutely aware of the issues related to housing in the Valley, but do not believe this type of development is the solution. There are other areas in town that could more appropriately sustain this type of development, but I believe the primary focus of the city should be addressing the number of vacant homes and storefronts in town. Putting 100 units in the middle of a working-class neighborhood when there are hundreds of vacant mansions will only serve to increase the revenue and inequity issues in the community while detracting from the appeal to both residents and tourists.

Thank you for your consideration,

Stephanie Davis

Xinia Gamero

From: Megan Particelli <meganparticelli@gmail.com>
Sent: Wednesday, March 6, 2024 12:09 PM
To: Public Comment
Subject: Re: [External] Rezoning the Quaglia vineyard

On Wed, Mar 6, 2024 at 11:13 AM Megan Particelli <meganparticelli@gmail.com> wrote:

> To Whom It May Concern,
>
> My name is Megan Particelli, long time resident of St. Helena. I am emailing to share my opposing position in regards to rezoning the Quaglia vineyard on 1933 Spring Street into a high-density housing complex, turning the now vineyard into approximately 100 housing units on 4.4 acres. The city did not notify any residents including the owners of the property. Additionally, the many children and families in the surrounding area would be negatively impacted by increased traffic, with unsafe biking conditions for students who bike to school.
>
> Thank you,
>
> Megan Particelli

Xinia Gamero

From: Brittany Payton <brattny44@yahoo.com>
Sent: Wednesday, March 6, 2024 3:25 PM
To: Public Comment
Subject: [External] Spring Street Rezone

Dear Planning Commission,

I am writing to you in regards to the proposed rezone at 1933 Spring Street. I am a homeowner at 1106 Valley View which backs up directly to the proposed site that you want to put at least 88 units on a mere 4 acre property. I am greatly opposed to this rezone change for many reasons. First off, this parcel is right in the middle of many homes and on a busy street that is already a main road to get to two schools. This location makes absolutely no sense in putting in that many units. There is no parking on Spring Street already and having this many cars would seriously exacerbate the situation. Not to mention the noise, the lights, the water issues - all in the middle of a residential area.

After reviewing the other sites around town that would make a lot more sense to put this many units on, I am even more firm in my belief that putting in 3 story apartment buildings in this area is ludicrous. Turning this parcel into a high density will greatly impact all of us that have already been living here for years - for us homeowners that moved to this area because of the quiet and the peaceful surroundings. This place is not the right area for apartments - please consider looking elsewhere in town that would not put that many units right on top of the neighbors that have been here for a long time.

I respectfully ask that you reconsider 1933 Spring Street (site 10) and leave it alone as is. This is not the right space for high density zoning - and I know I'm not alone in my thoughts.

Best,
Brittany Anderson
1106 Valley View Street

Xinia Gamero

From: Mike Anderson <mike@mtgawines.com>
Sent: Thursday, March 7, 2024 1:58 PM
To: Public Comment
Subject: [External] 1933 Spring Street Rezone

Hello,

I am writing in regards to the proposed rezoning of 1933 Spring Street. I am a 3rd generation resident of St Helena and reside with my wife at 1106 Valley View Street so our backyard overlooks this proposed site. I think many can agree that having more housing available for residents to both live and work locally is needed. I can also understand the challenge of making this happen due to the pressure of state-mandated legislation under CEQA. That said there are obvious flaws with this proposed site, as well as others.

The rezoning of the 1933 Spring Street site to high density makes no sense. First, residents surrounding the area would lose privacy and property value, especially considering that the high-density builds would necessitate 2 or 3 story buildings which clearly have no place being in this part of town surrounded almost exclusively by one-story homes. It is completely out of character for this part of town.

Second, though I am sure many have brought up this issue, would be both the amount of traffic and parking issues that would be created by another 1-2 cars per unit. Considering that this could be approved for 88, or more units, this already busy neighborhood would be inundated with traffic. There are already traffic and safety issues up and down Spring Street and Valley View because of the amount of vehicles and those that travel well over the posted speed limits.

Third (and to be somewhat solution oriented), of the sites in consideration there are at least three that would easily be a better fit given their proximity to Highway 29, businesses downtown, bus stops, Safeway, gas stations etc. They would also have less impact on surrounding homeowners that would be directly adjacent to the site. Sites 1, 5 in particular and even site 8 with access to the Trail and 29. Even finally finding something to do with the always-contested Adams Street project could be a better option. Each of these areas would be much more appropriate for high-density housing.

Finally the sheer disregard of the planning commission not notifying residents with the affected area astounds me. The owner of 1933 Spring Street wasn't even notified. I only happen to hear about it by word-of-mouth from a passing neighbor, as was the case for nearly all of us.

Sincerely,
Mike Anderson
--
Mike Anderson
707.337.9168
mike@mtgawines.com

From: Maya DeRosa
To: Xinia Gamero
Cc: Aaron Hecock
Subject: FW: [External] Opposed to Rezoning
Date: Monday, March 25, 2024 9:14:30 AM
Attachments: image001.png

Hi Xinia, please post this comment to the PC agenda.

MAYA DEROSA, AICP
COMMUNITY DEVELOPMENT DIRECTOR
City of St. Helena | Community Development Department
1088 College Avenue | St. Helena, CA 94574
Direct: (707) 967-2783 | mderosa@cityofsthelena.org | http://cityofsthelena.org/planning

From: tomdegeorgio@gmail.com <tomdegeorgio@gmail.com>
Sent: Sunday, March 24, 2024 9:13 PM
To: Maya DeRosa <MDeRosa@cityofsthelena.org>
Subject: Re: [External] Opposed to Rezoning

Subject: Opposed - Saint Helena Rezoning (Site 10 1933 Spring Street/Valley View)

Dear Planning Commission,

This letter is a supplement to my previous note dated March 5, 2024 (see attached).

While we are not opposed to low income housing, my wife and I believe that the current proposal is detrimental not only to many residents of St. Helena, but to the City itself. We believe this is a very slippery slope that will forever change our city in a negative way, the proposal will have a detrimental impact on parking, water, sewerage and other services. High density, low income housing will require infrastructure that currently does not exist in our City. Low income residential housing will require nearby service providers such as Walgreens, CVS, fast food chains and other lower cost service providers that also do not exist in our City. St. Helena has prided itself for being a small town with no large corporate chains no tall buildings, and no big city issues.

As a homeowner, we are of course concerned about our home values.

We are also concerned about losing our cities lifeline – grape vineyards. Vineyards and grape growing, have been the cornerstone of St. Helena for well over 100 years. The vineyards and wine makers have long been our cities golden jewel. They not only bring revenue to the city; they bring worldwide notoriety by producing world-class wines. Once a vineyard is removed, it is lost forever. We are a land locked City, we cannot create more land. Removing vineyards is a monumental mistake. St. Helena will become the next San Francisco. Houses on top of houses. It starts with one miss placed project.

Finally, I am concerned that our due process rights have been violated by not providing proper rezoning notices to neighbors within 300 yards of the project.

Thank you in advance for listening to our concerns, we are happy to meet with you at anytime.

Tom & Tina DeGeorgio
1180 Valley View St.
St. Helena
713.859.5981

Sent from my iPhone

Begin forwarded message:

> **From:** Tina DeGeorgio <tinadegeorgio@gmail.com>
> **Date:** March 5, 2024 at 10:46:59 AM GMT+11
> **To:**publiccomment@cityofsthelena.org
> **Subject: Opposed - Saint Helena Rezoning (Spring Street/Valley View)**
>
> *Dear Planning Commission,*

We are so stressed out when we heard about the proposal for rezoning the subject property. This proposal will negatively impact all of our property and neighboring properties. My immediate concerns are as follows:

1. Devaluing our property and our neighborhood properties,

2. Tranquility of our neighborhood will be interrupted greatly,

3. Increased traffic - The traffic is already so busy especially during rush hour. The additional 88 plus households will add hundreds of additional vehicles traveling in our neighborhood plus more trucks and school buses. The area roads were not developed for such high density traffic.

4. Safety - St.Helena will be transformed from the small town special place, that we have preserved for years, to a mini San Francisco.

5. Privacy - our property's back door is facing the vineyard with no obstructed view of the vineyard. With this proposed rezoning it will definitely put our property in the same low income housing category.

6. St. Helena will be forever transformed. Our City is rich in history and tradition. This needs to be protected not squandered. Vineyards are the backbone of St. Helena, removing this vineyard is destroying our city. Rezoning will destroy the lifeblood of our city. We cannot erode our precious farmland.

7. Vineyards need to be protected not removed. We are a land locked city, we cannot make more land, or vineyards, once removed it cannot be replaced. Save our vineyard!

Thank you in advance for hearing our concerns. We are always available to discuss this important issue by phone at 713.859.5981, or in person.

Thank you,

Thomas and Tina DeGeorgio
1180 Valley View Street
St. Helena, CA.

Tom DeGeorgio

On Mar 6, 2024, at 5:22 PM, tomdegeorgio@gmail.com wrote:

Subject: Opposed to Rezoning

Below is a copy of our note sent to the Planning Commission:

Dear Planning Commission,

We are so stressed out when we heard about the proposal for rezoning the subject property. This proposal will negatively impact all of our property and neighboring properties. My immediate concerns are as follows:

1. *Devaluing our property and our neighborhood properties,*
2. *Tranquility of our neighborhood will be interrupted greatly,*
3. *Increased traffic - The traffic is already so busy especially during rush hour. The additional 88 plus households will add hundreds of additional vehicles traveling in our neighborhood plus more trucks and school buses. The area roads were not developed for such high density traffic.*
4. *Safety - St.Helena will be transformed from the small town special place, that we have preserved for years, to a mini San Francisco.*
5. *Privacy - our property's back door is facing the vineyard with no obstructed view of the vineyard. With this proposed rezoning it will definitely put our property in the same low income housing category.*

6. St. Helena will be forever transformed. Our City is rich in history and tradition. This needs to be protected not squandered. Vineyards are the backbone of St. Helena, removing this vineyard is destroying our city. Rezoning will destroy the lifeblood of our city. We cannot erode our precious farmland.
7. Vineyards need to be protected not removed. We are a land locked city, we cannot make more land, or vineyards, once removed it cannot be replaced. Save our vineyard!

Thank you in advance for hearing our concerns. We are always available to discuss this important issue by phone at 713.859.5981, or in person.

Thank you,

Thomas and Tina DeGeorgio
1180 Valley View Street
St. Helena, CA.

Tom DeGeorgio

From: Pierre Birebent
To: Public Comment
Subject: [External] Rezoning of vineyard block at 1933 spring st
Date: Monday, March 25, 2024 8:15:56 AM

The city keeps developing housing on every green lot in St Helena.

This town has enormous water and traffic problems.
Those, needs to be addressed and solved, before thinking of changing zoning , and building more housing.

Those tiny vineyards in town (in the middle of the wine country), should be preserved and cherished, and could be use for school projects, and ,or, public or private labels promoting the city of St Helena.

I strongly oppose the rezoning and development of what is called lot 10.

Thank you

Pierre Birebent

From: John Livingston
To: Public Comment; davidprueter@yahoo.com
Subject: [External] 1988 Spring Street rezoning
Date: Monday, March 25, 2024 10:23:27 AM

To the Planning Commissioners'

I'm writing to express my objections to your recent communication and notification of rezoning of the 1933 Spring Street property. It is startling to learn of the commissions missed deadlines to the state and lack of the legal and timely notification to about 100 impacted families of rezoning this property to high density. This malfeasance now jeopardizes state funding, risks decertification and an unregulated Buildings Remedy. Moreover the introduction of potentially 200 or more families in multi storied housing in the midst of a residential community of single family homes destroys the character of this community, devalues the homes and overwhelms the existing infrastructure for traffic, utilities and safety. Scaling back to the previous zoning of medium density could still be done without compromising the future housing responsibilities of the city and produce a more compatible develolpment of site 10.

Respectfully,

John and Diane Livingston
1148 Hudson Ave.
St. Helena

From: Cindy Tzafopoulos
To: Xinia Gamero
Subject: FW: [External] Public comment for the April 2 Planning Committee Meeting
Date: Monday, March 25, 2024 1:18:02 PM

Xinia, please note that Pat Kenealy is providing a public comment (below) as a St. Helena citizen and not as a City Council Member.

Cindy

Thank you,

Cindy Tzafopoulos
City Clerk
City of St. Helena
1088 College Avenue *NEW ADDRESS
St. Helena, CA 94574

Direct 707-968-2742 | Cell 707-312-1257
Fax 707-963-7748
ctzafopoulos@cityofsthelena.org
www.cityofsthelena.org

Office Hours:
Monday – Friday
9:00 a.m. – 4:00 p.m.
Closed for Lunch between 12:00 – 1:00 p.m.

E-mail correspondence with the City of St. Helena (and attachments, if any) may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.

From: Pat Kenealy <pkenealy1@yahoo.com>
Sent: Thursday, March 21, 2024 4:55 PM
To: cityclerk <cityclerk@cityofsthelena.org>
Subject: [External] Public comment for the April 2 Planning Committee Meeting

Dear Planning Commission:

We are writing you to OPPOSE the rezoning of Site 9 (Spring Street between Hudson Ave and Valley View Street) from Medium Density Residential to High Density Residential.

We drive on Spring Street daily, bike on it weekly and have a 6-year old son who uses it to go

to and from school, playground, park, etc.

Allowing high-density housing in such an already-busy traffic area is a terrible idea. It is immediately adjacent to two key street crossings used by school children and others, and abuts the already overcrowded sections of Spring Street and Valley View that locals -- and increasingly visitors -- use to "go around" downtown traffic.

Spring Street and Valley View already have speeding problems and congestion and parking problems, and any high-density development would make these worse.

There are plenty of "edges" of Saint Helena, and higher density neighborhoods that would be better sites for greater density.

We support the most of the rest of the zoning changes you're considering at this meeting but OPPOSE this reckless, dangerous increasing of Spring Street density.

For safety's sake, don't increase density where Saint Helena already feels too much like any other Bay Area suburb. Please don't encourage some developer to change the existing combined residential / agricultural use of Site 9 to high density housing that could fit in better elsewhere in town.

Sincerely

Tracy Kenealy
Pat Kenealy

2995 Spring Street
Saint Helena, CA 94574

Xinia Gamero

From: Patti Antonaccio <patti@sthelenatravel.com>
Sent: Wednesday, March 27, 2024 10:09 AM
To: Public Comment
Subject: [External] Comment on rezoning Spring St

Dear City of St Helena,

I live close to Spring St and close to the proposed rezoning from medium density to high density. I walk Spring Street almost every day and drive it as well. In the mornings, when the school children are going to and from school, there are so many cars, I now wait quite a while to be able to enter the Spring street from Hudson Ave. I can only imagine how bad it would be if the zoning is changed to high density! We have all 4 private schools on the west side with many parents/etc. taking their children to and from the schools on the west side. There are not many artery streets to take all this extra traffic. And the danger to cars and walkers along the Spring Street artery.

I am opposed to the rezoning to high density from medium density. Medium density fits with the character of the neighborhood. High density apartment buildings would be out of character along with too many cars in a very compact area with few artery streets. Even with new medium density housing in the area, this will add a lot more cars at the 2 commute times during the day but not as many as high density.

Thank you for your time.

Patti

Patti Antonaccio
1100 Hudson Ave.
St. Helena, CA 94574

Xinia Gamero

From: Courtney Shifflett <cbpshifflett@gmail.com>
Sent: Wednesday, March 27, 2024 3:15 PM
To: Public Comment
Subject: [External] 1933 Spring Rezoning

Hello,
I am a full time resident of St Helena and I am writing to express my strong belief that the zoning at 1933 Spring street should not change. That area is already so congested trying to get to our children's schools. More units in that area will only bring more issues with traffic and seems like a very unsuitable location for high density. I very much object to the rezoning of this property. Thank you.

Xinia Gamero

From: Jenny Wagner <jenny@caymus.com>
Sent: Wednesday, March 27, 2024 4:12 PM
To: Public Comment
Subject: [External] Public comment - Spring Street

Dear Planning Commission,

I am writing today in opposition of the proposed re-zoning of 1933 Spring Street. I was born and raised in St. Helena and feel fortunate to be raising my children in the same town.

The local community has been left out of the Housing Element process. The re-zoning of 1933 Spring Street has been a total shock to residents of St. Helena, including myself.

How could one think that Spring Street is an appropriate space to build a three-story 100+ unit housing complex? There are many issues that need to be addressed, including - safety, traffic, parking, water… the list goes on.

I drive my three children to the Primary School every morning, passing 1933 Spring Street. The intersection of Spring St. and Valley View is heavily trafficked before and after school. Many children walk or ride bikes, and cross the street right there. This is no safe place to add 100+ high density housing units.

Aesthetically, this proposed housing complex would be a burden to the established residential neighborhood that exists. It would be very sad to see this historical vineyard in the middle of St. Helena be ripped out to be replaced by high density housing. This town has been built on agriculture and it would be a shame to re-zone Spring Street for high density housing.

Thank you,
Jenny Clark

Jenny Wagner
Emmolo Winemaker

Main Office: 707.963.4204

jenny@caymus.com
wagnerfamilyofwine.com

Xinia Gamero

From: Jack Oliver <jack@rboco.com>
Sent: Wednesday, March 27, 2024 6:30 PM
To: Public Comment
Subject: [External] 1933 Spring Street Agenda Item
Attachments: 2023 - 2031 Housing Element - certified Sept. 25, 2023 269.pdf

Dear Planning Commissioners,

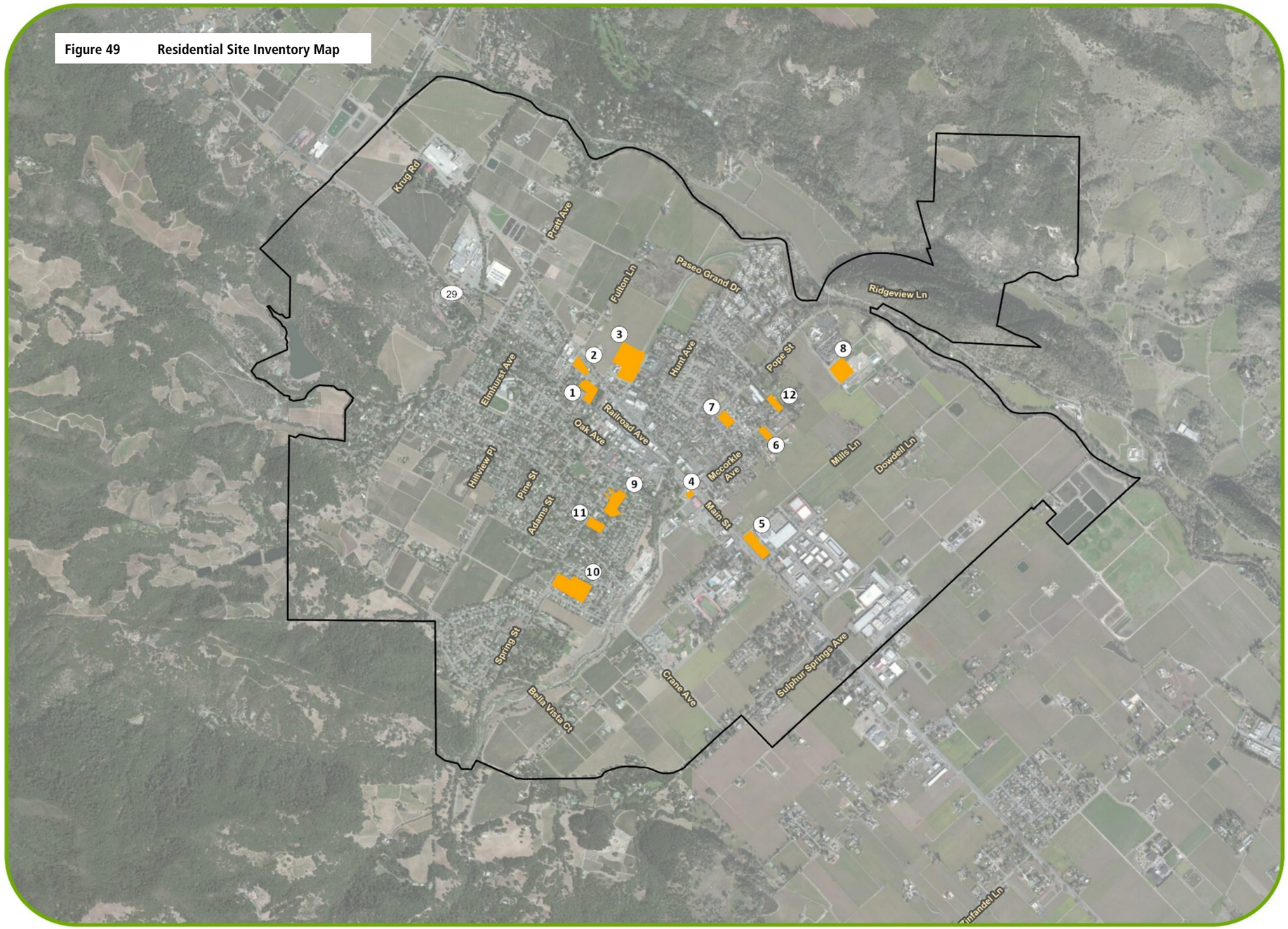
We are writing to express our hope that you do not rezone 1933 Spring Street to high density housing. Open space and historic vineyards are what gives St. Helena and this neighborhood its charm. The listing for the property even calls it the "Soul of Spring Street" for 90 years. Vineyards are what drive our local economy. They generate jobs in the vineyard, income to suppliers and produce the wine that makes our town and region famous. Putting high density housing in this neighborhood does not seem to fit with its characteristics nor consistent with the General Plan. The traffic and street parking will create many blind spots for cars turning onto Spring street and make it very dangerous for young students to bike and walk to school. The traffic coming out of a high-density location will already impact the back-ups at Spring and Main during rush hours.

The city has many other vacant, unproductive, and dilapidated sites that need improving and seem more suitable for high density housing. Plus, these sites are closer to traffic lights and the Hwy 29 transportation corridor. Why not improve and encourage investment in these non-productive locations as identified in the Housing Element such as sites 5, 2, 1 and the much-studied site 3? Let's not crush the "soul" of Spring Street, let's preserve and nourish it.

Sincerely,

Jack and Kate Oliver
1248 Hudson

Figure 49 Residential Site Inventory Map



City Boundary
Selected Sites

1 - 1480 Main Street
2 - 1572 Railroad Avenue
3 - Adams Street
4 - 905 Main Street
5 - Main Street (between Mills & Dowdell)
6 - 709 McCorkle Avenue
7 - 821 Pope Street
8 - 882 and 886 College Avenue
9 - 1447 and 1515 Spring Street
10 - Spring Street (between Hudson & Valley View)
11 - 1637 Spring Street
12 - 620 McCorkle Avenue

ST. HELENA
CALIFORNIA

0 0.2 0.4 Miles N

Imagery provided by Esri and its licensors © 2023.
Additional data provided by County of Napa, 2022.

Xinia Gamero

From: Jeffrey Earl Warren <jeffearlwarren@gmail.com>
Sent: Wednesday, March 27, 2024 7:12 PM
To: Jack Oliver
Cc: Public Comment
Subject: Re: [External] 1933 Spring Street Agenda Item

Excellent letter. Im copying it and sending it in as well—saying i concur.

John Livingston told me there was a meeting coming up. Can you tell me when it is? We don't seem to be gettings any correspondence on this.
J
Sent from my iPhone

On Mar 27, 2024, at 6:30 PM, Jack Oliver <jack@rboco.com> wrote:

Dear Planning Commissioners,

We are writing to express our hope that you do not rezone 1933 Spring Street to high density housing. Open space and historic vineyards are what gives St. Helena and this neighborhood its charm. The listing for the property even calls it the "Soul of Spring Street" for 90 years. Vineyards are what drive our local economy. They generate jobs in the vineyard, income to suppliers and produce the wine that makes our town and region famous. Putting high density housing in this neighborhood does not seem to fit with its characteristics nor consistent with the General Plan. The traffic and street parking will create many blind spots for cars turning onto Spring street and make it very dangerous for young students to bike and walk to school. The traffic coming out of a high-density location will already impact the back-ups at Spring and Main during rush hours.

The city has many other vacant, unproductive, and dilapidated sites that need improving and seem more suitable for high density housing. Plus, these sites are closer to traffic lights and the Hwy 29 transportation corridor. Why not improve and encourage investment in these non-productive locations as identified in the Housing Element such as sites 5, 2, 1 and the much-studied site 3? Let's not crush the "soul" of Spring Street, let's preserve and nourish it.

Sincerely,

Jack and Kate Oliver
1248 Hudson

<2023 - 2031 Housing Element - certified Sept. 25, 2023 269.pdf>

Xinia Gamero

From: Jeffrey Earl Warren <jeffearlwarren@gmail.com>
Sent: Wednesday, March 27, 2024 7:49 PM
To: Public Comment
Cc: Jack Oliver; Diane Livingston; Aaron Baraak; Mike Shifflet; Mike Norman; Dave & Susan Wight; Cory Empting; Alexander Avetoom
Subject: [External] Spring Street zoning change

Besides the environmental damage this project will do to the creek, streets and traffic, I strongly support the words of my fellow citizen and neighbor, Jack Oliver

We are writing to express our hope that you do not rezone 1933 Spring Street to high density housing. Open space and historic vineyards are what gives St. Helena and this neighborhood its charm. The listing for the property even calls it the "Soul of Spring Street" for 90 years. Vineyards are what drive our local economy. They generate jobs in the vineyard, income to suppliers and produce the wine that makes our town and region famous. Putting high density housing in this neighborhood does not seem to fit with its characteristics nor consistent with the General Plan. The traffic and street parking will create many blind spots for cars turning onto Spring street and make it very dangerous for young students to bike and walk to school. The traffic coming out of a high-density location will already impact the back-ups at Spring and Main during rush hours.

The city has many other vacant, unproductive, and dilapidated sites that need improving and seem more suitable for high density housing. Plus, these sites are closer to traffic lights and the Hwy 29 transportation corridor. Why not improve and encourage investment in these non-productive locations as identified in the Housing Element such as sites 5, 2, 1 and the much-studied site 3? Let's not crush the "soul" of Spring Street, let's preserve and nourish it.

Sent from my iPhone

Xinia Gamero

From: Carmen Policy <cpolicy@casapiena.com>
Sent: Thursday, March 28, 2024 8:01 AM
To: Public Comment
Cc: Gail Policy
Subject: [External] Housing Element Site 10 - Spring St. between Hudson Ave. and Valley View Street (009-4411-023)

Please accept this email message as our formal comment concerning the upcoming Planning Commission Meeting on April 2, 2024, dealing with the change of zoning for the caption property on Spring Street. We own a house on Hudson Avenue which is occupied by family members. This residence is in the center of a community neighborhood which possesses the qualities that St. Helena strives to create and hopefully maintain. Families abound and the area bustles with children who walk the streets and ride bicycles to schools. The density that exits is already heavy for Wine Country standards but seems to work well. Spring Street has become a somewhat busy thoroughfare which is a connection to various parts of downtown plus serves as an option to avoid Main Street. It also feeds traffic heading to and from the High School, Crane Park, Farmer's Market and a great number of social and athletic events. The traffic can be heavy and distracting at times and will definitely increase unreasonably as the Site 10 property becomes more developed.

This particular site is already zoned for medium density and the neighborhood seemed willing to accept that fact rather than try to reverse it for reasons that were explained by the City. We actually did not know that this plan was going to be considered and thought it had been abandoned. However, we are now faced with the proposition that the still existing plan is to enhance the density of the area to a high level which will have an exponentially negative impact on everything that occurs with this level of expansion. We will be facing width, breadth, height and density issues that will negatively impact the entire area which is already impacted by its proximity to surrounding facilities and traffic patterns. This plan in effect takes a well-functioning and admirable neighborhood into a state of urban crush. St. Helena is not the city of Napa nor do we want to be. We understand the so called State Mandate is a factor but our City leaders should be certain to protect our community from the potential harm of bureaucratic and impersonal over reach. Please remember that the area you are affecting is the main residence for those who occupy these houses. The plan to create high density zoning for the site in question has the effect of putting a "high rise" effect in the center of a neighborhood.....it just doesn't fit or work.

Thank you for accepting and considering this comment.

Gail Policy
Carmen Policy
1112 Hudson Avenue
St. Helena, CA 94574

Xinia Gamero

From: William Wagner <wagonmonster@gmail.com>
Sent: Thursday, March 28, 2024 9:30 AM
To: Public Comment
Subject: [External] 1933 Spring Street Rezoning

Hello,

My name is William Wagner and I reside at 1160 Hudson Avenue in Saint Helena.

I am writing to express my strong opposition to 1933 Spring Street being re-zoned for high-density housing. While I understand the dire need for more housing in California and Napa County, this particular location is a horrible choice for several reasons.

1. It will entirely ruin the character of the neighborhood.
2. We already have a traffic problem in this neighborhood, due to people taking Valley View as a shortcut to downtown. Adding 100+ more residential units will make the congestion unbearable, not to mention extremely dangerous for the many children who live in the neighborhood and walk and ride their bikes to school.
3. If there is a fire, trying to evacuate that many more people would be dangerous and will jeopardize lives.
4. We already have a water shortage, this many more units will make it critical.
5. There are far better sites in the city for high density housing.

Also, and very importantly, this whole decision was snuck by the residents with zero public notice and no opportunity to even comment on the rezoning.

I strongly urge you to keep the zoning as-is and keep it at medium density.

Thank You,

William Wagner
1160 Hudson Ave.

GREG & KATHY ZELAZNY
1243 HUDSON AVENUE
ST. HELENA, CA 94574

March 28, 2024

City of St. Helena Planning Commission
Via Email: publiccomment@cityofsthelena.org

Re: April 2, 2024 Meeting/Zoning Map and General Plan Amendment of 1933 Spring Street

Dear St. Helena Planning Commission:

We are writing regarding Public Hearing Agenda Item 5.1 of the City of St. Helena Planning Commission Meeting scheduled for April 2, 2024. Agenda Item 5.1 addresses in part the potential recommendation to the City Council of an ordinance approving General Plan Amendments and Zoning Map Amendments to rezone 1933 Spring Street (APN: 009-441-023) ("Site 10") from Medium Density Residential to High Density Residential.

We recently learned that Site 10 was identified for rezoning by the City of St. Helena some time in February 2021 when the Housing Element process began. Although the City asserts that the community was sufficiently informed and engaged regarding the potential rezoning of Site 10 during the Housing Element process, as longtime residents living near that site we were shocked to hear of the potential rezoning within the last month.

The City claims that the public was informed of the potential rezoning of Site 10 through the City website, branding, focus groups, etc. However, based on the fact that the City received just 2 comments over the course of several years and recently received over 40 comments (once word got out about the Site 10 rezoning scheduled for the March 5, 2024 Planning Commission meeting), it is clear that the City failed to adequately and timely inform the public about the Site 10 rezoning issue. Further, the assertion by the City that a focus group was organized regarding this matter is disingenuous when the 5 members of the focus group consisted of 2 City Council Members, 2 Planning Commissioners and 1 public housing advocate.

In accordance with Title 17 of the St. Helena Municipal Code, notice of the potential rezoning should have been mailed to the applicant, the owner of the property and all property owners within 300 feet of Site 10 prior to the May 2, 2023 Planning Commission Meeting recommending the Housing Element and the May 9, 2023 City Council adoption of the Housing Element that included the rezoning of Site 10. But this did not happen and, therefore, being largely unaware of the rezoning proposal, the public was denied the right to engage and provide input with respect to the Housing Element and rezoning of Site 10. While the City may argue that the notice mailed to the necessary parties on March 22, 2024 cured a "noticing glitch", such late notice and the failure to include community input in the Housing Element process is a possible due process violation and exposes the City to potential legal claims.

Now, the City is in a bind because it is out of compliance with the State of California, having missed the deadlines to adopt a Certified Housing Element and to accomplish the rezoning promised to the State in the Housing Element. This "back against the wall" position not only does a great disservice to the St. Helena community, but it undermines any confidence or trust the public has in our City government.

It is now the City's stance that there is no choice but to move forward with a plan that was devised without consideration of community concerns. Had community members been asked about rezoning Site 10, many would likely have said that rezoning that parcel to high density raises serious issues regarding traffic, water, safety, parking, and the character of the neighborhood. Allowing a housing complex with multiple stories on that site will increase the number of residents in the neighborhood exponentially, with the associated rise in traffic, demand for parking, water use, noise, and general strain on infrastructure. Finally, a multi-story housing complex would be severely out of character in a neighborhood currently consisting of mostly single-story homes.

In light of the above, we ask that the Planning Commission recommend the City Council approve the rezoning of the sites listed for rezoning in the Housing Element **except Site 10 (1933 Spring Street)**. Taking this alternative approach demonstrates that community concerns are being properly considered and addressed, and the City can take the position that it is in substantial compliance with the Housing Element.

Thank you for your consideration.

Sincerely,

Greg & Kathy Zelazny

Xinia Gamero

From: elaine chan lund <echanlund@yahoo.com>
Sent: Thursday, March 28, 2024 2:22 PM
To: Public Comment
Subject: [External] Site 10 - 1933 Spring St Rezoning

Dear members of the St Helena Planning Commission,

We reside on Hudson Ave with our children. I am writing to express our strong opposition to the proposed rezoning of Site 10 - 1933 Spring St for high-density housing.. While we acknowledge the necessity for increased housing and lend our support to the current proposed medium-density plan, we firmly believe that rezoning this particular location to high density is unsuitable.

Site 10 - 1933 Spring St is situated within a well-established residential neighborhood, surrounded by predominantly single-story homes. Introducing a high-density housing complex into this area would be highly disruptive and fundamentally alter the character of the neighborhood.

My opposition about this rezoning stem from several considerations. Firstly, safety concerns arise from the potential influx of residents and vehicles into an area not designed to accommodate such density. Increased traffic congestion would not only pose risks to pedestrians and cyclists but also compromises emergency response times in critical situations. Additionally, the existing infrastructure, including roads, parking facilities, water, and sewer systems, may not be equipped to support the demands of a high-density development.

Equally concerning is the impact on privacy that a multi-story complex would inflict upon current residents. This intrusion on privacy is unacceptable and would diminish the quality of life for those already living in the neighborhood.

Furthermore, no other proposed site carries the same magnitude of impact as 1933 Spring St. Rezoning this location would have far-reaching consequences for the surrounding community, affecting not only current residents but also future generations.

In light of these concerns, I urge the City Council to reconsider the rezoning of 1933 Spring St for high-density housing. Instead, I implore you to explore alternative sites that are better suited to accommodate the necessary growth while preserving the integrity of existing neighborhoods.

Thank you for considering my viewpoint on this matter. I trust that you will make the decision that best serves the interests of our community as a whole.

Sincerely,

Elaine Lund

1166 Hudson Ave

Xinia Gamero

From: LAURA KEIR <lkeir@icloud.com>
Sent: Thursday, March 28, 2024 6:38 PM
To: Public Comment
Subject: [External] Site 10 Housing Element

In follow up to my previous email in regards to the rezoning for the housing element of site #10 Spring St., Hudson Avenue in Valley View, I'd like to offer the following additional remarks; The city has been neglectful in their responsibilities to the citizens, especially those most affected, by not providing proper notification that a final decision to rezone Site#10 was made last year. All we received was a general notice in 2020 (during Covid) that there was a process to update a zoning ordinance. We were not properly notified at that time nor was there any notice of direct rezoning of 1933 Spring St. along with the attached vineyard in 2023 or prior to submitting to the State a plan to rezone the site. Since this area was already zoned for medium density we fully expected this property may be on the list for consideration for the Housing Element. Therefore, having not received a notice, and being within the 300 feet of the project we expected the zoning would remain the same and we had time to bring our concerns to the city.
I find it irresponsible to the citizens that live in this area that the city would identify a site, not directly notify us in 2020 nor in 2023 that it was being considered for a high density residential rezone, knowing full well that was the plan and was necessary to meet the total amount of required housing units. At the very least we should have been notified in October 2023. I feel this was likely done on purpose as it's hard to believe an oversight of this magnitude, that affects so many people, was a "Noticing glitch"
It's apparent that the city's efforts to notify were not forthcoming throughout the process, up to and including March 5 agenda being posted, as no one directly affected, including the owner of the property, were aware this rezone was taking place and being voted on and probably approved on March 5 2024!
Now we the people that are directly affected have not been given adequate time to voice our concerns and offer our input as to possible other solutions.
We have just now received a notice that rezoning is going to take place on this property, way after the known fact!!
16 units per Acre at 30 feet in height is more density than any small town neighborhood should have to absorb. We are doing more than our part in meeting the State mandated housing for the city as currently zoned at Medium Density. Therefore, I strongly feel that the city should get the housing element approved by finding parcels, or adding to other parcels, 24 additional homes and not overburden one particular area in the city that is already zoned medium density. I believe you have 88 homes designated at Site 10. Based on maximum numbers per acre, not counting the existing house, that's 64 units at MD. More than enough for us to bear in our neighborhood.
We realize that the city is not responsible for the loss of value of our homes, I've been informed it could be as much as $400,000 per home. At medium density Over 30 homes will immediately be financially impacted by any development of this property, along with enduring years of construction. High density makes it worse. Are any other sites imposing the same financial burdens on residential properties? Does the east side have four schools and the traffic they bring? Is 42feet in height something Saint Helena wants in a residential area?
I would again, highly recommend you consider leaving this site (#10) at medium density and allocating the additional 24 homes either onto other sites appropriated or by finding another site that will meet the additional 24 home requirement. Possibly annex land in a more appropriate location for apartment style living. This will allow the city to meet the required certification, avoid default and allow the citizens, that should have received their notice in a timely manner, time to offer their input, ideas and find possible remedies to avoid the detrimental effects the city's plan will impose to each and everyone of us.
Thank you for your time.

Thanks,
Laura Keir

Thanks,
Laura

Patrice Ferguson and John E Camp

1250 Spring Brook Court

St. Helena, CA 94574

March 29, 2024

To: City of St. Helena Planning Commission

Email: publiccomment@cityofsthelena.org

We are writing to express our great concern for the recommendation of City Council regarding the rezoning of the property at 1933 Spring Street from medium density to high density. We are adamantly opposed to such a rezoning.

First, we are surprised that we have only learned of the proposal and the process of adding the approval to a meeting to take place next week on April 3, 2024. We were completely unaware of the potential rezoning until neighbors brought it to our attention less than a week ago. I understand that the notice process has been subverted with attempts to cure past problems when the entire intention of the process is to provide meaningful information to stakeholders and interested residents. The swiftness of the City's actions denies all of us for the opportunity to be heard and participate in decisions that affect all of us.

From what we can tell, the decision to "rezone" from medium to high density has been what appears to be a "cramdown" to residents and the community of St. Helena without consideration of the enormous impact to the Spring Street and surrounding neighborhoods, schools, traffic, safety, water and sewer that would result from the change. We are shocked by the possibility of adding hundreds of units in low rise structures on Spring Street with the enormous problems this would create. We understand that there are other sites that would lend themselves to better transition to the type of housing the City seeks to approve. The selection of 1033 Spring Street to rezone to high density should be denied especially in light of alternatives available to the City that would be more appropriate.

Xinia Gamero

From: LINDA REIFF <lreiff@comcast.net>
Sent: Friday, March 29, 2024 1:40 PM
To: Public Comment; cityclerk; Maya DeRosa; Planning Commission
Subject: [External] Public Comment on Planning Commission April 2 2024 Agenda Item 5.1

Dear Planning Department and Commissioners,

I received your letter and background materials regarding the potential rezoning of 1933 Spring Street on March 23, which is 10 days before the Commission is scheduled to vote on the matter.

As a property owner directly across the street, this proposal would have a massive negative impact on my property, and those of 100 other homeowners in the immediate neighborhood.

This is a small town where such a major decision with irrevocable impacts needs thorough review and meaningful conversations, which has not occurred. Further, proper notice to allow time for study and comment is required by law. If the City moves forward with this proposal my neighbors and I will have been denied that right.

I understand that the City has put itself in a precarious situation with the State. I also understand there are enough housing numbers within the other sites to meet the State requirements.

Therefore, in order for the City to meet the State requirements without denying its citizens their rights, the only choice the City has at this time is to remove the rezoning proposal for 1933 Spring Street and resubmit the plan to the State with the remaining sites.

Thank you in advance for resolving this matter.

Sincerely,
Linda Reiff

> On 03/04/2024 1:07 PM PST Linda Reiff <lreiff@comcast.net> wrote:
>
> Dear Planning Department and Commissioners,
>
> I am the owner of the property directly across the street from 1933 Spring and its vineyard, which apparently you are considering re-zoning to high-density housing.
>
> I did not receive any notice from the city on this matter and I have not found any other neighbors of the property who were given notice either. Isn't this required?
>
> The property you are considering is in agriculture which is considered a core community value. The city apparently recently rezoned it to medium density housing and now wants to make it high density housing which would severely impact the agrarian nature of the neighborhood. Why did you not engage with the neighbors on this matter before even considering such a thing?

While I understand the city is under pressure from the state to approve more housing, this is not the location where it should be done. The traffic impacts alone would be substantial and given this is the route to two of our public schools, it would be dangerous for children.

I respectfully ask that you not re-zone the property and instead engage with all neighbors about the future of the site. Thank you for your consideration.

Sincerely,
Linda Reiff

Xinia Gamero

From: Bryan Sandoli <bryan@dspws.com>
Sent: Friday, March 29, 2024 2:14 PM
To: Public Comment
Subject: [External] 1933 Spring Street Agenda Item

Dear Planning Commissioners,

We've always valued this community and moved here knowing it was a safe home for our family and future generations. We understand and appreciate how communities evolve. We have faith that the respective planning commissions approve development with the proper foresight and panning to ensure all aspects have been vetted and calculated to maintain the highest level of safety and wellbeing of its residents. Safety is obviously one of our highest priorities. Living on Spring Street the last 12 years across from 1933 Spring, we have noticed firsthand the dramatic increase of traffic to the point it is overly dangerous entering and exiting our driveway. Unsure when the traffic studies were conducted for the medium density zoning, but all signs show they are dated for today's congestion related to the increase in residents, students and tourists by-passing main street. Introducing a high density development project on Spring Street without thorough traffic and environmental studies is irresponsible, grossly negligent and detrimental to our lives and community. The city has several site options that are more viable from a safety/traffic standpoint which also are in greater need of development. These sites all have less of an impact than that of Site 10 without question.

It's disheartening to learn from members in the community that the city has missed the Housing Element deadlines and associated grace period placing the community out of compliance. Given its poor planning and foresight, the planning commission has exposed us to potential loss of state funding, possible decertification and triggering the ultimate penalty of the Builder's Remedy. If the State elects to decertify the Housing Element, the Builder's Remedy would blatantly disregard any traffic and safety concerns and change the core fabric and safety of our neighborhood and community on Spring Street.

We urge for Site 10 to remain medium density and to eventually develop it wisely for generations to come...

Thank you,

Bryan Dante Sandoli
Spring Street Resident

Xinia Gamero

From: Elizabeth Sandoli <elizabethsandoli@gmail.com>
Sent: Friday, March 29, 2024 3:15 PM
To: Public Comment
Subject: [External] 1933 Spring Street Agenda Item

Dear City of Saint Helena,

My name is Elizabeth Sandoli and I grew up across from 1933 Spring Street. I learned how to drive a car on that street. I had to endure hectic mornings and afternoons when school would begin and conclude. So I cannot imagine how much worse this beloved street's traffic will become if you follow through with this surreptitious plan. Putting in high-density housing will create an adverse environment for young children growing up in the surrounding neighborhood and will extrapolate the current safety issues. We the community do not appreciate how this plan came to be without our knowledge and now we are supposed to deal with the consequences. The ramifications of this 566.67% increase in density will impact the lives of the future children of St. Helena. I do not doubt that there will be a positive correlation between an increase in population in the area and an increase in car-related injuries in the area. So, if I were in your shoes, I would stay under code 16.32.060 C that "all streets shall be designed and constructed to ensure the public health, safety, and welfare, and to meet the relevant standards outlined in the public works and fire department specifications, and CalTrans standard specifications." And according to my sources, you have not completed a traffic study for the area. Therefore I do not believe it would be wise to carry out this agenda that will impact the future of this town. Please protect my prospective children by taking the Spring Street site out of the equation. There are many other sites where your agenda would be able to be executed that are exceptionally more conducive to the lives and safety of the citizens of your town. I urge you to eliminate site 10 from your consideration so I can have assurance that my children can grow up in the same "bubble town" that I was lucky enough to have.

Sincerely,
The girl who grew up on 1918 Spring Street

Xinia Gamero

From: Karen Williams <karen@acmefinewines.com>
Sent: Friday, March 29, 2024 3:57 PM
To: Public Comment
Subject: [External] Rezoning of 1933 Spring Street: Health and Safety Concerns

I would like to comment on the traffic and safety issues surrounding Site 10 of the General Plan's Housing Element to voice my opinion on why NOT to allow it to be rezoned to high-density.

First and foremost, the traffic situation on Spring Street and Valley View already poses significant congestion and dangers during the commuting hours before and after public school hours to and from Grayson Avenue. In addition, Spring and Valley View are used as a thoroughfare for traffic looking to bypass the increasing gridlock traffic on HWY 29/Main Street. We live just in from the corner of Hudson and Spring and the amount of traffic that exceeds the speed limit

The dangers include children who walk and bike to school from the residential neighborhoods west of Allyn and Hudson. There is already a steady stream of cars and semi-trucks that utilize this "thoroughfare" making it a safety hazard. If future-thinking traffic studies are not conducted, the number of additional cars trying to enter Spring Street from 1933 will add to the already dangerous setting we watch from our porch every morning and afternoon. This isn't even bringing into the discussion of the years of construction issues that will be inevitable.

Anecdotally, living at 1918 Spring Street for 14 years, we have been backing into our driveway because we simply cannot back out of it safely. Each day, we drive home on the side of the street for traffic to subside in both directions and then back into our driveway quickly before another car either comes from Valley View or Hudson at speeds nearly impossible to safely complete the task.

I am aware of the different points being made by citizens of our community and will be present at the meeting on 4/2/24 to support the overwhelming opposition to what has been quietly happening without proper studies or information sharing to the neighborhoods most affected.

Sincerely,

Karen

Karen Williams

Xinia Gamero

From: Matthew Heil <matthewheil@sthms.org>
Sent: Friday, March 29, 2024 3:47 PM
To: Public Comment
Cc: Maya DeRosa; Aaron Hecock; board@sthms.org; cityclerk; Xinia Gamero
Subject: Re: [External] Agenda Item 5.1 Ordinance Approving General Plan Amendments and Zoning Map Amendments
Attachments: SH Montessori Letter to City re. 3 Parcels.pdf

Chairperson John Ponte
Members of the St. Helena Planning Commission
Maya DeRosa, Planning Director
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

March 29, 2024

Re: Opportunity Site #8

Dear Chairperson Ponte, Planning Commissioners and Planning Director DeRosa:

On July 17 2018, St. Helena Montessori wrote a formal letter indicating an interest and openness to provide workforce housing for the school's employees and potentially other workers employed in St. Helena on the property owned by the school located at 882, 884 and 886 College Ave (APN# 009-070-043, 009-070-044 and 009-070-045). Please find a copy of that letter attached.

At that time, the City of St. Helena Zoning Ordinances would have allowed for a project with 8-22 units on that 1.5 acres of property if the land was indeed re-zoned MR: Medium Density Residential as per the request.

The city's proposal to up-zone the aforementioned property to HR: High Density Residential with a target of 30 units is far more ambitions a project than the school was contemplating at the time or is in a position to execute at this time.

We would like to work with city staff to masterplan a solution on this property that would meet the objectives of the school and the city with a housing project that meets the size and scope necessary to fulfill those objectives.

Please feel free to contact me at the school should you have further questions regarding this matter at matthew@sthms.org or (707) 738-5291.

Sincerely,

Matthew P. Heil, Director of Development
On behalf of the Board of Trustees

Matthew P. Heil
Development Consultant
St. Helena Montessori
880 College Ave
St. Helena, CA 94574
707.963.1527 office
707.738.5291 cell

st.helena montessori

Mayor and City Council Members
Mark Prestwich, City Manager
Noah Housh, Planning & Community Improvement Director
City of St. Helena
1480 Main St.
St. Helena, CA 94574

July 17, 2018

Re: City of St. Helena General Plan Update – Rezoning Request, APN#s 009-070-043, 044, 045

Dear Mayor and City Council,

The St. Helena Montessori School (SHMS) would like to thank the City Council and our City Manager for seriously exploring a much-needed housing strategy for our community. SHMS is acutely aware of the need for work force housing, as a majority of our staff must find affordable housing outside the City of St. Helena. We applaud the work that has been done and the completion of the White Paper – "Stabilize, Maintain and Improve Access to Housing" goal presented to the Council on June 26th. Also, we realize that the Council will be taking "one last look" and providing policy direction to finalize our General Plan Update on August 14, 2018.

SHMS owns three ag residential lots adjacent to its campus on College Avenue. Currently these three one-half acres lots are zoned A-20 which may be developed only with a single-family house and an ADU on each lot. The three lots are within the Urban Limit Zone and currently have City utility services stubbed to each of the lots. Our Board of Directors believes that it would be in the best interests of the School and the community if the lots could be re-zoned Medium Density Residential which would provide the SHMS the opportunity to develop affordable workforce housing that would serve its staff and the community.

St. Helena Montessori School would at this time formally request that the City include a rezoning of parcels APN# 009-070-043, 009-070-044 and 009-070-045 from A-20: Agriculture to MR: Medium Density Residential when providing policy direction to finalize the General Plan Update.

Please feel free to contact me at the school should you have further questions regarding this matter at matthew@sthms.org or (707) 738-5291.

Sincerely,

Matthew P. Heil, Director of Development
On behalf of the Board of Trustees

Xinia Gamero

From: carolyn troyan <carolyn@troyan.org>
Sent: Sunday, March 31, 2024 9:26 AM
To: Public Comment
Subject: [External] Comments from Marc & Carolyn Troyan for the April Planning Committee Meeting

To the City of St. Helena,

My husband and I are the owners of 1134 Valley View. We are writing to ask the planning commission to reconsider the rezoning of the vineyard property on Spring street from medium to high density. When we moved our family to St. Helena and joined the community, we were excited to join a vibrant community and amazing school district. We have been overjoyed at the people that we have met and have been giving back through volunteering at St. Helena High school and becoming active members of the local Soroptimists chapter and joining the local chamber of commerce along with being small business owners. When we purchased our property many years ago we knew that there was a chance someday we would have homes behind us and were aware of the zoning change to medium density. The latest development to impact over 40 single homeowners with a high density development in their backyard vs. in another more developed area of town makes little sense to our family. Our vineyard and mountain views will be replaced by apartments and a fence. The impact and loss in value to our property is massive and will have a significant impact on our future plans to retire in St. Helena and continue to give back to the community. I also see a huge impact on our community:

1) Water usage - what is the plan to address this given the high number of units proposed by the change?
2) Sewage and waste treatment usage? We already have issues along spring and other streets and can our current infrastructure handle this additional load?
3) Traffic - valley view is an essential road to two of our schools and I worry about the traffic impact for our families.
4) Decreased value of our properties - how will the city make up for the massive loss we will experience in $ and value of our property?

Finally what other options were considered that might be a better fit and impact less homeowners in the community? As others pointed out there are other sites controlled by the city with less total impact than the one proposed on spring street.

I want to thank the planning department for meeting with me and explaining how hard it has been to find suitable solutions to the demands from the state. However, I feel taking some more time to figure out a better solution and involve the community in a deeper way feels like the right thing to do. Also given all the infrastructure issues we currently face, a more detailed plan from the city would be great to address the areas above.

We ask with all our hearts that you consider the impact you are having on the residents surrounding this area and the massive impact this will have on our community and the value of our properties. Let's keep valley view with some view of the valley.

Thanks for your consideration,

Sincerely,

Carolyn & Marc Troyan

--
Carolyn Troyan
CEO & President, Leadership 360
Email: *carolyn@troyan.org*
Website: https://www.leadership-360.org/
LinkedIn
Phone: +1 (415) 812-0690

Xinia Gamero

From: Danielle Davis <danielleharvey1021@gmail.com>
Sent: Sunday, March 31, 2024 11:30 AM
To: Public Comment
Subject: [External] Public comment for item 5.1 on 4/2

Please see the following comment for item 5.1 on the upcoming 4/2/2024 planning commission agenda.

I am writing to state my opposition of the rezoning of site 10 although what's more concerning than this rezoning is the incompetence and lack of compliance of the city. I'm truly baffled how far this has gone and that the rezoning notice to residence was passed off as a glitch.

We need accountability and transparency from our city officials. Residents deserve to be informed and involved in the decision-making process.

It's time for the city to step up and do better for the community.

Get it together St. Helena.

Regards,
Danielle

Xinia Gamero

From: Rita Hellewell <rahellewell@gmail.com>
Sent: Sunday, March 31, 2024 12:02 PM
To: Public Comment
Cc: Christopher Hellewell
Subject: [External] Rezoning of 1933 Spring St.

I would like to comment in advance at the upcoming meeting on April 2nd, as I will be traveling out of town on business and cannot attend.

My husband and I are full time residents of St. Helena, and we are extremely unhappy with the way this matter has been handled, putting many in a situation where they must choose between two bad options all because the town failed in its responsibility to give timely and accurate information about the steps they were undertaking.

Your sleight of hand to rezone the parcel from a medium density to a high density lot without even informing the public (or the owner, from what I understand) is highly concerning to say the very least. You missed many deadlines and then referred to the failure to inform residents as a "glitch." This decision directly affects the property and character of a highly residential area with some 30+ families, and will impact the broader area in ways that have not been addressed. This area has always been a low to medium density area, and the impact of this plan to build a three-story, 100+ unit on traffic, water, sewer , parking, fire and health and safety has not been addressed. It is completely out of keeping with the neighborhood.

We strongly object and ask that the City not rezone the property, and be held accountable for its failure to inform residents of plans that so personally and profoundly impact them and their property. The citizens of this town should not pay the price for the failure of the council to act.

Sincerely,
Rita & Chris Hellewell

Xinia Gamero

From: Philippa Ward <philippamward@gmail.com>
Sent: Sunday, March 31, 2024 9:35 PM
To: Public Comment
Subject: [External] Comment for April 2nd commission meeting

From: Philippa Ward <philippamward@gmail.com>

Date: March 30, 2024 at 12:50:58 PM PDT
To: planningcommission@cityofsthelena.org
Subject: Comment for April 2nd commission meeting

To- St. Helena City Planning Commission

With regard to the potential upzoning of 1933 Spring Street vineyard from Medium Density to High Density Zoning. I am strongly opposed to the potential of well over 100+ units being built at this location. It is wholly inappropriate to have up to 3 stories and that many units built at this location. The surrounding home owners would suffer in its shadow as they are required to abide by CC&R's limiting them to 1 story. This city does not have the capability of servicing that many units in one location. We do not have the water, the safety personnel, the sewer capabilities nor the ability to manage the traffic that would result from this potential development.

I also strongly object to the way the residents as well as the owner of this property were noticed, or rather not noticed, until March 21st for an April 2nd meeting. I understand that there is pressure from the state to certify the housing element our city greatly needs and the alternative to not adopting our general plan is dire. These proposed upzoning sites should have been entered into our general plan and new zoning when it was being redrawn and thoughtful discussion could have been had. The requirement for the state housing element is not a surprise and should not be treated as one.

I would encourage thoughtful consideration about what the High Density Zoning of 1933 Spring Street would do to that portion of town. There are more appropriate places that can tolerate high density than a historic vineyard surrounded by single story medium density homes. Please object to the upzoning of site 10.

Regards,

Philippa Ward
Sent from my iPhone

Xinia Gamero

From: Erin Przybylinski <erin.przy@gmail.com>
Sent: Monday, April 1, 2024 7:40 AM
To: Public Comment
Subject: [External] Site 10

Dear City Council Members,

I am writing in regards to the current proposal for high density low income housing on site 10 on Spring Street. I fully support the need for low income housing, but I do not support the current plan for a high density three story 100 unit at this location. I encourage you to amend the plan to medium density and individual units,

Thank you for your exploration of this matter,

Erin Przybylinski
1184 Hudson Ave.
St. Helena, CA 94574

Xinia Gamero

From: 07-icebox.pelagic@icloud.com
Sent: Monday, April 1, 2024 9:38 AM
To: Public Comment
Subject: [External] Housing element

In respect to the rezone and development of Site 10 in the Housing Element Considering the proximity of the Saint Helena area, especially the west side of town, to High Fire Risk areas per map linked below the safety of the residents in case of fire should have kept this property from being considered for zoning change and should not have been considered at all for development.
The City of Saint Helena along with Calistoga should have done more to fight SB 9 and 10 and filed for exemption. If nothing else fought the County to find more safe areas for development.
By adding hundreds of new homes up valley, in high fire prone areas, with limited evacuation routes, will cause deaths and endanger the safety of its citizens Thank you Brian Schleicher Saint Helena

https://www.arcgis.com/apps/Styler/index.html?appid=5e96315793d445419b6c96f89ce5d153

Xinia Gamero

From: Doug King <dsnfking@gmail.com>
Sent: Monday, April 1, 2024 10:26 AM
To: Public Comment
Subject: [External] 1933 Spring Street Rezoning

To the City of Saint Helena, Planning Commission, and City Council Members,

As a 30 year homeowner and resident on Hudson Avenue I am writing to urge the City to exclude 1933 Spring Street (Site 10) from the list of sites being considered for rezoning to High Density Residential. This change would drastically alter the historic character of the neighborhood which has been fundamental to the general plan of St. Helena since its inception. This change would create numerous public safety issues and impose negative impacts on the many residents of the area. High density housing would create numerous traffic issues including traffic jams at already congested intersections (Spring and Main, for ex.). Parking would become a challenge and access to Spring Street (already with many visually obstructed corners (Hudson and Spring, Allyn and Spring) would lead to public safety concerns. These are frequently traveled routes for children to schools and parks in the immediate area, and for residents walking for exercise, pets, and downtown visits.

This parcel has been zoned as Medium Density in the most recent General Plan, and is bordered on all sides by existing Medium Density housing, as zoned in the G.P. Converting this parcel from Medium to High Density overtly contradicts the obvious intent and nature of the original General Plan design. It will greatly impact this important area of Saint Helena in many and significant ways.

To consider this change because of pressures from State mandated reforms should be done with rigorous deliberation and maximum input from the community. This does not appear to have been the case. This is a very troubling realization. Changing this parcel to High Density may seem like a quick solution to an immediate challenge but it will create irreversible problems in the long term. I urge you to keep the 1933 Spring Street Street Parcel in the current zoning of Medium Density Residential in order to preserve the character of Saint Helena and protect the best interests of our residents.

Sincerely,

Doug King

Dear City of St. Helena,

I am writing to express my strong opposition to the proposed rezoning of our residential area to accommodate low-income high-density residential developments. As a resident and stakeholder in this community, I believe this rezoning would have detrimental effects on the neighborhood's character, traffic, safety, livability, and overall well-being.

Firstly, our residential area has been carefully planned and developed to provide a balanced environment for families and individuals seeking a certain quality of life. Introducing high-density housing, particularly designated for low-income residents, may disrupt the harmony and dynamics of our community. It could potentially strain existing resources such as schools, healthcare facilities, water, sewer, and transportation infrastructure, leading to overcrowding and increased traffic congestion.

Moreover, the sudden influx of high-density housing could negatively impact property values for existing homeowners. Studies have shown that the introduction of low-income housing in predominantly medium-density residential areas can lead to decreased property values due to perceived changes in neighborhood desirability and safety concerns.

Furthermore, while I understand the importance of providing affordable housing options, rezoning the Spring Street area for high-density development is not the only solution. There are alternative strategies and locations that can be explored to meet the needs of low-income residents without compromising the integrity of established neighborhoods like ours.

Additionally, I urge the city to consider the long-term implications of this rezoning decision. Once the character of our neighborhood is altered, it may be irreversible, affecting generations to come. We must prioritize sustainable development that respects the needs and preferences of current residents while also addressing the city's housing challenges.

In conclusion, I respectfully request that the city reconsider the proposed rezoning of our residential area to low-income high-density residential. I believe that preserving the character and integrity of our neighborhood is crucial for maintaining a thriving and cohesive community.

Thank you for considering my concerns and those of other residents who share similar sentiments. I am available to discuss this matter further and welcome the opportunity to contribute to constructive dialogue on alternative solutions.

Sincerely,

Greg Scheinfeld

Xinia Gamero

From: Maxine Angell <maxlangell@yahoo.com>
Sent: Monday, April 1, 2024 11:19 AM
To: Public Comment; Maya DeRosa; citymanager
Subject: Fw: [External] Opposed to Rezoning 1933 Spring Street for 4/2/24 meeting

Dear Planning Commission;

This e-mail is supplement to my e-mail dated March 5, 2024 that is attached below.

On March 22, 2024, I received an undated notice from the City of St. Helena regarding a hearing to adopt an ordinance approving a
General Plan Amendment. This Amendment is to bring the Land Use Map and the Zoning Map into conformance with the Citys' adopted and
State Certified 2023-2031 Housing element. Attached to the notice was a two page letter titled Frequently Asked Questions.

Of concern is that the City of St Helena adopted and certified a plan with zoning changes without notice to residents in violation of Saint
Helena Municipal Code sections 17.07.060 and 17.07.060 and State law. Of further concern is that the housing element began nearly three years ago and the city submitted a rezoning of my neighborhood, without providing legal notice to property owners as required.

On Page 2, titled Frequently Asked Questions number #5, it lists a several potential negative outcomes if the changes are not approved, however, these actions, such as fines, decertification by the State and Builders Remedy are directly related to the Citys non-compliance with the state deadlines on two occasions. The most basic question is why are City employees not complying with the laws?

I have lived in the neighborhood for nearly thirty two years and the proposed rezoning would drastically change the charm and character of my neighborhood, as well as affecting, water, parking, noise etc. Valley View Street is an alternative to the Highway 29 and traffic is unsafe as it is.

I am in favor of keeping Site 10 as medium density and increasing the density of other proposed sites, which would enable to City to meet it's quota without disrupting the neighborhood. I am also in favor of transparency and accountablity by city staff and their failure to
provide notice and communication with residents impacted by their decisions. The notice I received on March 22, 2024 should have been
provided years before when rezoning was contemplated and well before it was submitted to the State.

Sincerely,

Maxine L. Angell

----- Forwarded Message -----
From: Maxine Angell <maxlangell@yahoo.com>
To: Public Comment <publiccomment@cityofsthelena.org>; MDeRosa@cityofthelena.org <mderosa@cityofthelena.org>
Sent: Tuesday, March 5, 2024 at 10:20:19 AM PST
Subject: Opposed to Rezoning 1933 Spring Street

Dear Planning Commission;

I am a 32 year resident of Saint Helena and live one house away from the proposed zoning change to 1933 Spring Street from
moderate density to high density housing. I am opposed to rezoning this property and shocked that neighbors were not notified to provide feedback or input into the proposed rezoning. I heard about the rezoning, three days ago from my neighbor who I saw in the yard, yet this change
would have a permanent, deleterious effect on the charm, peace and quiet of the neighborhood.

I am also concerned, that despite promises from city administration and staff to provide communication and resident participation in the democratic process, that these decisions are made by consultants and city employees, with no resident participation and then presented
for approval. How can community development exclude residences bordering the property and the neighboring residents?

I am supportive of the need for affordable housing in St. Helena, yet I do not support 144 units on 4 acres in a quiet, residential neighborhood.
The proposed rezoning will lower my property value and change the quiet, peaceful character of the neighborhood. Valley View Street is used to bypass the freeway and is too congested, as it is. There are many areas of town that are more suitable for a high density project such as the one
that is proposed, some have been previously identified, some not.

I ask the Planning Commission not to adopt the resolution and to provide notice to all residents who would be impacted by the changes before voting on this or any other measure. I believe there needs to be more engagement with residents and more transparency from city a staff and administration about how these issues are advanced within city government.

Sincerely,

Maxine L. Angell
2101 Spring Street

Xinia Gamero

From: debra lunardini <reginalun@me.com>
Sent: Monday, April 1, 2024 12:25 PM
To: Public Comment
Subject: [External] Rezoning Site 10. 1933 Spring Street

April 1, 2024

Dear Saint Helena Planning Commission.
This email is regarding the rezoning of 1933 Spring St. (site 10). My home is directly adjacent to this property and like everyone else in the neighborhood the city's failure to notify surrounding neighbors has broken city and state laws. Had I been properly notified I would have had the opportunity to place my home on the market. I consulted my real estate agent and she says that I've already lost hundreds of thousands of dollars in equity. A high density development on that particular lot is completely out of character with the surrounding neighborhood as most of the homes are ranch style single-story, single-family properties. All the homes surrounding the proposed multi- story development complex would also lose their present privacy, not to mention creating excessive traffic, parking issues, noise and would raise safety concerns. The rezoning of 1933 Spring Street would surely ruin this small neighborhood.

Sincerely, Debra Lunardini
2081 Spring Street
Saint Helena, CA 94574 reginalun@me.com

Xinia Gamero

From: John Herrguth <john.herrguth@yahoo.com>
Sent: Monday, April 1, 2024 4:46 PM
To: Public Comment
Subject: [External] Site 10 Re-zoning

I am contacting you regarding the proposed rezoning of site 10 in St. Helena. **I am strongly opposed to the proposed re-zoning from medium to high-density**. Allowing a high density development at site 10 will have a detrimental effect on property values as well as pose serious problems regarding parking, traffic flow, water, sewer, fire and other health and safety concerns. The corner of Spring and Valley View is already a high traffic area, especially during the morning and afternoon with parents shuttling their children to and from school.

The proposed development does not fit with the current character of the neighborhood and would negatively affect existing residents and homeowners. Furthermore, the city was negligent and deceitful in properly informing the residents of the proposed rezoning.

I understand and agree St. Helena needs to provide affordable housing and respectfully request site 10 remain medium density and that the city investigate more suitable parcels to provide the housing it needs to meet state mandated requirements. Allowing site 10 to be re-zoned to high density would be a travesty.

Sincerely,

John Herrguth

Sent from my iPhone

Xinia Gamero

From: Nancy King <nancyking220@gmail.com>
Sent: Monday, April 1, 2024 5:08 PM
To: Public Comment
Subject: [External] Rezoning Spring St Vineyard? - NO!

Do any of you on the board live in Saint Helena?
Well, my husband and I have lived on Hudson Ave for 30 yrs., infact we raised both of our kids in SH. They both successfully went through all of our public schools and competed in most of the sports offered.
Do you understand what would happen to our neighbors, our quiet lovely community, if apartments were built in our neighborhood? So many issues. Just to name a few- water, traffic, parking and more personally the price of all our houses will go way down.
We agree that if the vineyard cannot stay, then keeping the medium density aesthetic makes sense. And we understand and agree that more affordable housing is needed in SH, but put it where it should be, not just the first place that pops up. Not in our backyard.
And, by the way, the way and timing that we were notified is wrong.
And it is clear to all of us that it was not just a “notifying glitch”.

Nancy King
Hudson Ave

Xinia Gamero

From: Josh Dempsey <jd@jdnapavalley.com>
Sent: Monday, April 1, 2024 8:21 PM
To: Public Comment
Cc: Erin Dempsey
Subject: [External] 1933 Spring Street ~ Rezone

To Whom it May Concern,

My wife Erin and I live full time in St Helena (2705 Spring Street) and we are very concerned about the prospect of a high density project on this site. We understand that the city is under significant pressure to create more housing. A proposed solution is to approve the rezoning for all sites except Site 10. With respect to Site 10, no changes to its current zoning are necessary and it would remain zoned Medium Density Residential (MR). This does not add or remove project sites from the Housing Element and the objective would be to accomplish this minor edit without having to "reopen" the Housing Element. Keeping Site 10 MR would adjust the calculation for Site 10 from providing 88 housing units (44 lower / 44 moderate) to providing 70 housing units (35 lower / 35 moderate) -- a reduction of only 18 housing units out of 472 total. Based on this, the City would still meet the RHNA allocation (including a 20% buffer) with a respective surplus of 6, 30, and 116 housing units for lower, moderate, and above-moderate income. The community asks that the Planning Commission, City Council, and City Staff work with the California Department of Housing and Community Development (HCD) to determine the quickest way to implement this solution and bring the Housing Element back into compliance.

Josh Dempsey

Vanguard Properties
Regional Director
C: 707.637.6123
Lic # 01297595

PALMISANO

3/30/2024

This letter is regarding the upcoming planning commission meeting on April 2, 2024, dealing with the rezoning for Site 10; The Spring Street Vineyard Property.

As owners of a home on Hudson Avenue, it is very distressing to know that not only has the property mentioned been rezoned without our knowing until very recently, but the city is proposing to rezone Site 10 from medium to high-density.

This neighborhood is currently surrounded by single family residences filled with retirees and families raising their children. Almost all of the homes are single story giving us a sense that we live in a small town. A high density development in this little neighborhood would feel like something that we would see in an urban environment. It would be the only multi-story building in the entire area. A multi-story development seems to be better suited in an area where there is more space to absorb the sheer height and volume of such a development along with the multitude of parked cars with households always exceeding the allotted parking spots considered for each resident. The traffic impact on Spring Street and Valley View Street would also be of real concern as we have several schools in the area.

We understand that affordable housing needs to be addressed in all communities and we agree with the original zoning as a medium density development would be appropriate for Site 10.

Thank you for your consideration,

Christy Palmisano
Peter Palmisano
1161 Hudson Avenue
St. Helena, CA 94574

Xinia Gamero

From: Susan Blanco <susanblanco1@gmail.com>
Sent: Tuesday, April 2, 2024 8:30 AM
To: Public Comment
Subject: [External] Do not rezone Site 10

I live in St Helena and I was not notified of the proposal to rezone Site 10 to high density housing. Why is this being done without notification and discussion?

Susan Blanco
1830 Quail Ct

Xinia Gamero

From: Ben Rhodes <rhodesbp@hotmail.com>
Sent: Tuesday, April 2, 2024 8:37 AM
To: Public Comment
Cc: Lisa Rhodes
Subject: [External] In Opposition to Sites 10 and 11 Rezoning from Medium to High Density

Hello City Planning Commission and City Council Members,

First, I hope this finds you well as you consider current rezoning within our lovely town, which my wife and I have had the pleasure of enjoying on vacations for years and now as permanent residents the past three plus years. We love St. Helena and plan to retire here to live out our days.

Next, I want to be on record that we appreciate all that you do for its citizens! We know it's not easy, and we thank you for your service to our community.

Now, in the case of certain proposed rezoning sites under consideration, particularly Sites 10 and 11, from medium to high-density, I would like to be on record that we are opposed to it. For example, Site 10 would impact 90 home owners that share the beautiful land and neighborhood community. I understand that building additional housing and/or apartments is important, and I'm all for providing more citizens the opportunity to live and work in our community to help us all thrive. However, Sites 10 and 11 do not appear to be the best choices when others are available to assure we meet state regulations.

Last, please consider the many residents today and future residents impacted by the rezoning you are considering from traffic to parking and safety and so on. We understand it is a tough balancing act living in today and planning for the future; however, please keep St. Helena and our residents living in and amongst the natural landscape where agriculture helps the community thrive.

Regards,

Ben Rhodes

City of Saint Helena Planning Commission
Regular Meeting Tuesday, April 2, 2024 @ 6PM
Vintage Hall Board Room – Second Floor
465 Main Street, Saint Helena

David Prueter
1118 Valley View Street, Saint Helena
davidprueter@yahoo.com
330-206-0094

April 2, 2024

Dear Saint Helena Planning Commission:

I write regarding Public Hearing Agenda Item 5.1 of the City of Saint Helena Planning Commission Regular Meeting scheduled for Tuesday, April 2, 2024.

> Agenda Item 5.1 includes a Staff recommendation that the Planning Commission adopt a resolution recommending that the St. Helena City Council: "Adopt an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) Updating General Plan Figure 2.1 and Adopt Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) to identify zone changes for the designated Housing Opportunity Sites to be consistent with the 2023-2031 Housing Element, and incorporating these changes into the General Plan and Zoning Maps."

To summarize: The City Staff is proposing the following six General Plan Amendments (GPAs) to update the General Plan's Land Use Map (Figure 2.1) and the following six Zoning Map Amendments (ZMAs) to update the Zoning Map referenced in Saint Helena Municipal Code Section 17.01.070.

GPA 2024-001, ZMA 2024-001	Site 1 - (1480 Main St.)
GPA 2024-002, ZMA 2024-002	Site 2 - (1572 Railroad Ave.)
GPA 2024-003, ZMA 2024-003	Site 5 - (Main St. btw Mills Ln. and Dowdell Ln.)
GPA 2024-004, ZMA 2024-004	Site 8 - (882 and 886 College Ave.)
GPA 2024-005, ZMA 2024-005	Site 10 - (Spring St. btw Hudson Ave. and Valley View St.)
GPA 2024-006, ZMA 2024-006	Site 11 - (1637 Spring St.)

On March 26, 2024, in a letter to Saint Helena City Manager, Anil Comelo, the California Department of Housing and Community Development (HCD) revoked its finding that the City's Housing Element is in substantial compliance. (HCD Letter, March 26, 2024). On March 28, 2024, the City published a Memorandum from Saint Helena Community Development Director, Maya DeRosa, informing all interested parties of HCD's decision. (City Memo, March 28, 2024). In that Memo, the City contends that "[a]pproving the proposed rezonings is the most expeditious path for the City to bring the Housing Element into compliance with State Law." In its letter, HCD states that it "is committed to assisting all localities in achieving and retaining substantial compliance with State Housing Element Law."

As set forth below, Saint Helena can achieve and retain substantial compliance with State Housing Element Law by approving the proposed rezoning for Sites 1, 2, 5, 8, and 11 and denying the proposed rezoning for Site 10.

Saint Helena can achieve and retain substantial compliance with State Housing Element Law by approving the proposed rezoning for Sites 1, 2, 5, 8, and 11, denying the proposed rezoning for Site 10, and correcting a calculation error.

The following table (TABLE 1) provides a summary of the Saint Helena housing calculations contained in the Housing Element, including Pending Projects, ADU Trends, and Project Sites 1-12 divided across Lower Income, Moderate Income, and Above Moderate Income. The values in TABLE 1 assume that the City Council adopts all six GPAs and ZMAs currently before the Planning Commission.

Project Sites	Lower Income	Moderate Income	Above Moderate Income		Total
Pending Projects	4	1	88		**93**
ADU Trends	0	0	72		**72**
Site 1 (1480 Main St.)	6	0	0		**6**
Site 2 (1572 Railroad Ave.)	20	0	0		**20**
Site 3 (Adams St.)	31	0	0		**31**
Site 4 (905 Main St.)	0	0	4		**4**
Site 5 (Main St. btw Mills Ln. and Dowdell Ln.)	45	0	0		**45**
Site 6 (709 McCorkle Ave.)	0	0	4		**4**
Site 7 (821 Pope St.)	10	10	0		**20**
Site 8 (882 and 886 College Ave.)	15	15	0		**30**
Site 9 (1447 and 1515 Spring St.)	24	0	24		**48**
Site 10 (Spring St. btw Hudson Ave. and Valley View St.)	44	44	0		**88**
Site 11 (1637 Spring St.)	8	0	0		**8**
Site 12 (620 McCorkle Ave.)	0	0	3		**3**
Total	**207**	**70**	**195**		**472**
St. Helena RHNA	**163**	**26**	**67**		**256**
St. Helena RHNA plus 20% Buffer	192	31	79		**302**
Surplus	*15*	*39*	*116*		**170**

TABLE 1

As shown in the third row from the bottom, Saint Helena's Regional Housing Needs Allocation (RHNA) total is 256 housing units with 163 for Lower Income, 26 for Moderate Income, and 67 for Above Moderate Income. When preparing the Housing Element, City Staff added a 20% buffer on the RHNA requirement, based on HCD recommendation to create a buffer in the housing element inventory of at least 15 to 30 percent more capacity than required. The last row of TABLE 1 shows the surplus of housing units in each income category calculated by taking the difference between the total housing units provided and the housing units required by RHNA plus a 20% buffer.

TABLE 1 uses the following calculation for Site 10: High Density Residential (16.1 to 28 units/acre): 4.4 acres @ 20 units/acre = 88 units: 44 lower / 44 moderate.

If the City Council was to adopt all six GPAs and ZMAs currently before the Planning Commission, Saint Helena would exceed the RHNA plus 20% buffer with a surplus of 15 Lower Income, 39 Moderate Income, and 116 Above Moderate Income housing units.

Alternatively, as shown in the following table (TABLE 2), if the City Council was to adopt the five GPAs and ZMAs for Sites 1, 2, 5, 8, and 11 and deny the GPA and ZMA for Site 10, Saint Helena would still exceed the RHNA plus 20% buffer with a surplus of 6 Lower Income, 30 Moderate Income, and 116 Above Moderate Income housing units. Indeed, this approach would result in a reduction of only 18 housing units out of 472 total.

Project Sites	Lower Income	Moderate Income	Above Moderate Income		Total
Pending Projects	4	1	88		**93**
ADU Trends	0	0	72		**72**
Site 1 (1480 Main St.)	6	0	0		**6**
Site 2 (1572 Railroad Ave.)	20	0	0		**20**
Site 3 (Adams St.)	31	0	0		**31**
Site 4 (905 Main St.)	0	0	4		**4**
Site 5 (Main St. btw Mills Ln. and Dowdell Ln.)	45	0	0		**45**
Site 6 (709 McCorkle Ave.)	0	0	4		**4**
Site 7 (821 Pope St.)	10	10	0		**20**
Site 8 (882 and 886 College Ave.)	15	15	0		**30**
Site 9 (1447 and 1515 Spring St.)	24	0	24		**48**
Site 10 (Spring St. btw Hudson Ave. and Valley View St.)	**35**	**35**	0		**70**
Site 11 (1637 Spring St.)	8	0	0		**8**
Site 12 (620 McCorkle Ave.)	0	0	3		**3**
Total	**198**	**61**	**195**		**454**
St. Helena RHNA	**163**	**26**	**67**		**256**
St. Helena RHNA plus 20% Buffer	192	31	79		**302**
Surplus	*6*	*30*	*116*		**152**

TABLE 2

TABLE 2 uses the following calculation for Site 10: Medium Density Residential (5.1 to 16 units/acre): 4.4 acres @ 16 units/acre = 70.4 (70) units: 35 lower / 35 moderate.

Calculation Error

Title 17 of the Saint Helena Municipal Code (hereinafter "Zoning Code") provides a density range for High Density Residential (HR) of 16.1 to 28 dwelling units per acre. (*See* Zoning Code 17.16.010). The 2023-2031 Housing Element incorrectly states the range for HR as 16.1 to 26 units per acre. (*See e.g.*, pp. 2-182, 2-185, 2-193, 2-197, 2-199, 2-200, 2-202, 2-204, 2-210). This error improperly assigns a lower maximum density for parcels designated HR and results in an understated site capacity calculation for any project site with an HR designation. Based on this error, the site capacity for project Sites 2, 5, 7, 8, 9, and 11 was incorrectly understated as shown below in Table 3.

Project Site	Incorrect Assumed Site Capacity	Actual Site Capacity	Additional Units Available
Site 2	24 units	26 units	+2 units
Site 5	45 units	50 units	+5 units
Site 7	26 units	28 units	+2 units
Site 8	39 units	42 units	+3 units
Site 9	62 units	67 units	+5 units
Site 11	28 units	31 units	+3 units
Total			+20 units

TABLE 3

As shown in TABLE 3, the error contained in the Housing Element improperly understated the total number of housing units by 20 units. The proposal set forth above and shown in TABLE 2 results in a reduction of only 18 housing units out of 472 total. Therefore, by keeping Site 10 at its current zoning of Medium Density Residential, completing the rezonings for Sites 1, 2, 5, 8, and 11, and correcting the calculation error contained in the Housing Element, Saint Helena's Housing Element would provide two additional housing units more than the surplus provided in the original Housing Element that HCD certified on September 25, 2023.

Table 4 shows the total housing numbers obtained by keeping Site 10 at its current zoning of Medium Density Residential, completing the rezonings for Sites 1, 2, 5, 8, and 11, and correcting the calculation error contained in the Housing Element.

Project Sites	Lower Income	Moderate Income	Above Moderate Income		Total
Pending Projects	4	1	88		**93**
ADU Trends	0	0	72		**72**
Site 1 (1480 Main St.)	6	0	0		**6**
Site 2 (1572 Railroad Ave.)	22	0	0		**22**
Site 3 (Adams St.)	31	0	0		**31**
Site 4 (905 Main St.)	0	0	4		**4**
Site 5 (Main St. btw Mills Ln. and Dowdell Ln.)	50	0	0		**50**
Site 6 (709 McCorkle Ave.)	0	0	4		**4**
Site 7 (821 Pope St.)	12	10	0		**22**
Site 8 (882 and 886 College Ave.)	18	15	0		**33**
Site 9 (1447 and 1515 Spring St.)	29	0	24		**53**
Site 10 (Spring St. btw Hudson Ave. and Valley View St.)	**35**	**35**	0		**70**
Site 11 (1637 Spring St.)	11	0	0		**11**
Site 12 (620 McCorkle Ave.)	0	0	3		**3**
Total	**218**	**61**	**195**		**474**
St. Helena RHNA	**163**	**26**	**67**		**256**
St. Helena RHNA plus 20% Buffer	192	31	79		**302**
Surplus	*26*	*30*	*116*		**172**

TABLE 4

By keeping Site 10 at its current zoning of Medium Density Residential, completing the rezonings for Sites 1, 2, 5, 8, and 11, and correcting the calculation error contained in the Housing Element, Saint Helena can satisfy all the requirements of Housing Element law and regain certification by HCD. Importantly, this solution does not add or remove any Opportunity Sites within the Housing Element and should therefore be accomplished expeditiously by an administrative adjustment to the Housing Element, without reopening the Housing Element. Because Saint Helena would still exceed its RHNA allocation including a 20% buffer, the following actions would result in substantial compliance with State Housing Element Law. Indeed, these actions in combination with the correction in the density calculation would provide more affordable housing within the City than that provided in the Housing Element that HCD previously certified.

For at least the foregoing reasons, the Planning Commission should recommend and the City Council should adopt the following GPAs and ZMAs:

GPA 2024-001, ZMA 2024-001 Site 1 - (1480 Main St.)
GPA 2024-002, ZMA 2024-002 Site 2 - (1572 Railroad Ave.)
GPA 2024-003, ZMA 2024-003 Site 5 - (Main St. btw Mills Ln. and Dowdell Ln.)
GPA 2024-004, ZMA 2024-004 Site 8 - (882 and 886 College Ave.)
GPA 2024-006, ZMA 2024-006 Site 11 - (1637 Spring St.)

The Planning Commission should decline to recommend and the City Council should deny adoption of the following GPA and ZMA:

GPA 2024-005, ZMA 2024-005 Site 10 - (Spring St. btw Hudson Ave. and Valley View St.)

Saint Helena City Staff, Planning Commission Members, and City Council Members should immediately seek HCD's assistance in achieving and retaining the compliance as outlined above to regain certification as quickly as possible.

The foregoing proposed solution is deemed reasonable solely for purposes of regaining certification by HCD and finds support among the community from at least the following residents who have explicitly given permission to include their names as supporters of keeping Site 10 zoned Medium Density Residential while still meeting or exceeding RHNA requirements.

Nicole Abiouness
Maxine L. Angell
Pierre Birebent
Nathalie Birebent
John E. Camp
Ana Canales
Jay Carlton
Sandy Carlton
Jackson Carr
Sandra Carr
Danielle Davis
James (Woody) Davis
Leslie Ellis
Cory Empting
Lisa Empting
Patrice Ferguson
Claudia Gambill
Judy Gollan
Jessica Hague
Kevin Hague
John Hawkins
Christopher George Hellewell
Rita Anne Hellewell
Laura Mackenzie Keir
Pamela Susan Kenward
David Kerr
Jeannie Kerr
Nancy F. King
Doug King
John L. Livingston
Diane Franklin Livingston
Debra Lunardini
Elaine Lund
Alyson Nelson
Scott Nelson
Peter Palmisano
Christy Palmisano
Stefano Particelli
Amy Particelli
David Pearson
Kim Phinney
Kathryn Prueter

Erin Przybylinski	*Seana K. Stephens*	*Philippa Ward*
Linda Reiff	*Justin H. Stephens*	*Jeffrey Earl Warren*
Stephanie Robotham	*Bruce Streblow*	*Troy James Watters*
Bryan Dante Sandoli	*Marcia Lois Sturm*	*Jesse Weber*
Elizabeth Sandoli	*Marc Troyan*	*Karen Williams*
Brian Ralph Schleicher	*Carolyn Troyan*	*Albert Zecher*
Stephen Slevin	*William C. Wagner*	*Greg Zelazny*
	Andrea Antonacci Wagner	*Kathy Zelazny*

No part of the proposed solution contained herein should be construed as support for or acceptance of development of any kind on any of the project sites. As articulated in the numerous public comments submitted to the Planning Commission on this topic, any development (particularly on Site 10) poses many serious questions related to traffic, parking, safety, fire, water, insurance, privacy, and environmental concerns all of which would need careful consideration. The proposed solution is provided solely for purposes of regaining Housing Element certification by HCD and should not be construed as a waiver (neither implicit nor explicit) of any arguments or legal remedies available now or in the future, including but not limited to the following.

Saint Helena failed to make a diligent effort to achieve public participation in the Housing Element process in violation of California Gov. Code, § 65583, subd.(c)(9).

California Gov. Code, § 65583, subd.(c)(9) provides in relevant part that "[l]ocal governments shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the Housing Element, and the element shall describe this effort."

As evidenced by at least the recent outpouring of opposition from community members opposed to the City's rezoning efforts for which no notice was provided, the City failed to make a diligent effort to achieve public participation during the Housing Element process.

Saint Helena violated the Public Hearing Notice Requirement of the Saint Helena Municipal Code and the California Government Code prior to May 2, 2023, and May 9, 2023.

On May 2, 2023, the City of Saint Helena Planning Commission approved a resolution recommending that the City Council adopt the General Plan EIR Addendum and Housing Element Update. On May 9, 2023, the City Council of the City of Saint Helena adopted a General Plan Amendment (GPA 2023-001) to update the Housing Element of the General Plan for the period of 2023-2031 and adopted an Addendum to the General Plan Environmental Impact Report.

Title 17 of the Saint Helena Municipal Code (hereinafter "Zoning Code") provides that Amendments to the General Plan require a properly noticed public hearing in compliance with Section 17.04.080 of the Zoning Code (hereinafter "Public Hearing Notice Requirement"). (*See* Zoning Code 17.06.040).

The Public Hearing Notice Requirement provides, in relevant part:

> Notice shall be given by the following, except as provided below in subsection C, Special Provisions:

a. Mailed notice to the applicant, the owner of the property, persons who have requested notice of a hearing for a specific project, and all property owners within 300 feet of the proposed project site. (Zoning Code 17.04.080).

GPA 2023-001 was an amendment to the General Plan and therefore required a mailed notice under 17.04.080 of the Zoning Code. On information and belief, the City failed to provide proper notice according to the Public Hearing Notice Requirement in the form of mailed notice to the applicant, the owner of the property, persons who have requested notice of a hearing for a specific project, and all property owners within 300 feet of the proposed project site.

For at least the foregoing reasons, the City's actions and inactions up to and including adoption of GPA 2023-001 violated the Public Hearing Notice Requirement of the Saint Helena Municipal Code and California state law (*see e.g.*, Ca. Gov. Code §§ 65853, 65854, 65091).

The City's Mailed Notice of March 22, 2024, did not cure previous violations regarding public participation during the Housing Element Process or Public Hearing Notice Requirements.

On March 22, 2024, following postponement of the Planning Commission Meeting scheduled for March 5, 2024, and in an attempt to correct a "noticing glitch," the City mailed notice to residents, property owners, or interested parties within 300 feet of the project sites described in the Housing Element. This mailed notice sent after the City had already adopted GPA 2023-001 in May 2023, after HCD had already certified the Housing Element in September 2023, and after the City had missed the January 31, 2024, deadline to accomplish the rezoning promised in the Housing Element—thereby placing the City at risk of decertification by HCD (which such decertification has since occurred) does not provide the community with an opportunity to be heard.

By law, the City was required to provide mailed notice prior to adoption of GPA 2023-001 in May 2023. Any notice subsequent to the City's adoption of GPA 2023-001 is insufficient and does not cure the City's failure to provide proper notice. Footnote 14 on page 4 of the March 19, 2024, Memorandum prepared by the City Attorney's Office BBK makes this point. Footnote 14 states that "[r]egardless of timing, the City committed to the specified opportunity sites in the adopted Housing Element, so while the City would have had a longer time to implement the rezoning, it would not have changed the City's commitment to the rezone sites identified in Table 58 of the Housing Element." In other words, the City Attorney's Office admits that the City committed to the rezoning (without proper notice) in May 2023 when the Planning Commission recommended and the City Council adopted GPA 2023-001. Thus, the City was required to provide mailed notice prior to adoption of GPA 2023-001 in May 2023 and failure to do so constituted an incurable due process violation.

For at least these reasons, the City's mailed notice of March 22, 2024, did not cure previous violations regarding public participation during the Housing Element Process or Public Hearing Notice Requirements. Accordingly, the City has committed a due process violation with respect to at least all residents, property owners, or interested parties within 300 feet of the project sites described in the Housing Element.

Sincerely,
David Prueter

Xinia Gamero

From: Brian Driscoll <briandriscoll5@gmail.com>
Sent: Tuesday, April 2, 2024 9:27 AM
To: Public Comment
Subject: [External] Re-zone Proposal 1933 Spring Street

To Whom it May Concern:

I'm writing to express my strong concern and disapproval of the proposed re-zone at 1933 Spring Street.

We have been residents at 1242 Allyn Avenue since 2018. There are many reasons for our concerns and disapproval. One in particular is the severe traffic conditions and disruption this new site will create both during and post development. That area presently serves both commuting (morning/early evening), and school (morning/afternoon) traffic on single lane roads in each direction. To add to this existing congestion would be intolerable for most. This increased congestion could also represent a potential hazard. Homes west of this site would find it more difficult to exit the area in the event of an evacuation.

There are many other issues associated with this, and my hope is this plan will be rejected this evening.

Thanks for listening.
Brian

Xinia Gamero

From: Lizette Fiallo <fiallo93921@gmail.com>
Sent: Tuesday, April 2, 2024 11:00 AM
To: Public Comment
Subject: [External] STOP! 1933 Spring St Vineyard Rezoning

Hi
I'm the owner of 1217 Allyn Ave, St Helena CA, My vote on this rezoning COUNT and I'm against changing the High Density zoning.
Site 10, no changes to its current zoning are necessary and it would remain zoned Medium Density Residential (MR)
Thank you
Lizette Fiallo for
Marliz Estate Allyn LLC

Xinia Gamero

From: Maria Martinez <martinez60515@gmail.com>
Sent: Tuesday, April 2, 2024 11:01 AM
To: Public Comment
Subject: [External] Site 10, no changes

Hi
I'm the owner of 1213 Allyn Ave, St Helena CA, My vote on this rezoning COUNT and I'm against changing the High Density zoning.
Site 10, no changes to its current zoning are necessary and it would remain zoned Medium Density Residential (MR)
Thank you
Maria Martinez for
Marliz Estate Allyn LLC

Xinia Gamero

From: Mike Anderson <mike@mtgawines.com>
Sent: Tuesday, April 2, 2024 11:20 AM
To: Public Comment
Subject: [External] Spring Street Rezoning

Hello,

I had provided comments previously but in light of conversations with neighbors over the last few weeks leading up to the meeting on April 2nd I felt it necessary to expand on my thoughts.

I believe many others had echoed this but as much as I would like to give our city the benefit of the doubt it seems that this rezoning process that was being done in tandem with the state required housing element was done surreptitiously. It is my understanding that the rezoning of the Spring Street site was proposed last May or earlier. The fact that no notice was provided and that planning maps showed Site #10 as still medium-density makes be believe that there was an effort to push this through in an underhanded manner.

Combined with the delinquency of submitting the housing element well beyond two deadlines I am also wondering why our city officials and employees have put us in this position. As I mentioned previously I would love to give these folks the benefit of the doubt but it seems at every turn they have knowingly mislead the community, been incapable of getting the Housing Element done in a timely manner and have shown little or no effort in maintaining a dialogue with the residents that rely on them for this kind of information until now.

From the comments I submitted on March 7th I still feel there are far better sites for this rezoning that would still allow the city to meet the RHNA allocation.

Mike
--
Mike Anderson
Winemaker & Owner
MTGA Wines
707.337.9168
mike@mtgawines.com

Tastings available by appointment daily from 10am until 3pm.
Check out our Wine(d) Up Podcast now available on YouTube, Apple Podcasts and Spotify.

Xinia Gamero

From: Ariana Peju <ariana@peju.com>
Sent: Tuesday, April 2, 2024 11:32 AM
To: Public Comment; cityclerk; Maya DeRosa; Planning Commission
Subject: FW: [External] April 2'nd meeting comments

Dear Planning Department and Commissioners,

I live at 1365 Sylvaner Ave for the past 18 years. I have been in napa Valley for 40 years and went to grade school through high school in St Helena. I am writing regarding the high-density housing plan on Spring St.

The property you are considering putting 88 units is agriculture which is considered a core community value. The neighborhood wasn't engaged in this discussion, which I don't understand.

High density housing would severely impact the neighborhood as well as make it unsafe for children. This is the direct route to two public school, and I wouldn't feel comfortable walking/riding bikes with my young children.

I understand the city is under pressure to approve more housing, however this is not the location where it should be done. It's dangerous for children.

I do not agree with the new development and appreciate you engaging the community to find the right fit for the neighborhood. Thank you for your consideration.

Sincerely,
Ariana Peju

Xinia Gamero

From: Jessica Hague <jessica@FrogsLeap.com>
Sent: Tuesday, April 2, 2024 12:05 PM
To: Public Comment
Subject: [External] Public Comment: Planning Commission Meeting April 2: Agenda Item 5.1

Dear Planning Department and Commissioners,

I am a 14-year owner-resident of 1154 Hudson Avenue, in close proximity to site 10: 1933 Spring Street. Having raised two children, now 14 and 13 on Hudson Avenue, who regularly walk to west-side school sites, I can attest that the neighborhood lacks adequate infrastructure to support foot and car traffic for an additional 200+ families. Rezoning the 1933 Spring Street site to high-density multi-story structures in the midst of single-story homes will have permanent, significant, and negative impacts on the safety and character of the neighborhood.

Further, having received your letter regarding the potential rezoning just 12 days before the Planning Commission vote on the matter, I have since come to understand that the City consistently missed key deadlines with the State while ignoring legal noticing requirements with its citizens. The City's negligence has put itself in a precarious situation, with both the State and citizens of Saint Helena. The City risks decertification and trigger of Builder's Remedy. The City also risks legal action due to lack of proper resident notification. I have also come to understand that the City's housing obligation can be met if the Spring Street property is maintained at medium-density zoning.

Therefore, in order for the City to meet the State's requirements without denying its citizens their rights, the City must opt to remove the rezoning proposal for 1933 Spring Street and resubmit the plan to the State with the remaining sites.

Respectfully,
Jessica Hague

Jessica Hague
Vice President, Consumer Sales & Marketing
FROG'S LEAP
707-968-2503 Direct

Xinia Gamero

From: Stephen Slevin <stephenslevin@mac.com>
Sent: Tuesday, April 2, 2024 12:49 PM
To: Public Comment
Subject: [External] Planning Commission rezoning 1933 Spring Street. SITE 10.

Planning Commission

Pertaining to the rezoning of 1933 Spring Street to High density residential. Site 10.

I am absolutely astonished to being made aware only recently of this rezoning and the fact that the affected community was not appropriately informed & engaged when this proposal was originally put forth years ago as required by law. Especially upon learning that the city council adopted a new zoning ordinance as recently as October 24, 2023, showing 1933 Spring Street as Medium Density Residential. I find this confusing. Neither myself nor any neighbors I have spoken to were notified of the rezoning of 1933 spring street to high density residential until a concerned resident got involved. I understand that the planning commission meeting was then put back a month, and letters were sent out which is no substitute for due notification years ago.

Something as important as this and affecting so many people, should have been properly discussed, with an appropriate amount of input. Had we been made aware we would have been given the opportunity along with our neighbours in the immediate vicinity to raise legitament and significant concerns. In fact it is legally required. I'm not sure why that that opportunity was denied. If you could please explain this was not done? I find the fact that proper notification was omitted from this process very disturbing.

The farmhouse on this property is zoned as historical. No one can come in and knock it down, or even alter it significantly for the explicit reason of preserving the historical nature of the community. My understanding is that this remains the case. Yet a proposal has been put forth to build a high density housing development on the majority of its property. I'm not quite sure who would purchase and preserve this lovely historical house (formerly overlooking a vineyard and mountains beyond) only to abut a multi story development.

Saint Helena's website states a City Council goal #5: to "Enhance quality of life". In this circumstance I would accept as a minimum: "maintenance of quality of life already

established", a quality of life that has been forged over many decades by the residents that have settled here.

In many respects the vineyards in our neighbourhoods in Saint Helena are akin the public parks in cities. It is the "quality of life" that is Saint Helena. It enhances our surroundings where we live, as every local walking along Spring Street, every jogger, mothers with strollers and families with children and dogs can attest when they go about their daily routines. It is why we all live in this community.

I'm sure we can all agree on one thing, preserving the quality of life in this town.

Stephen Slevin
2081 Spring Street, Saint Helena
StephenSlevin@mac.com

Xinia Gamero

From: David Tate <david@tatewine.com>
Sent: Tuesday, April 2, 2024 12:53 PM
To: Public Comment
Subject: [External] 1933 Spring Street Rezone

Hello,

I am writing in regards to the proposed rezoning of 1933 Spring Street.
My wife, my four year old and I live on Spring Street about a block east of the proposed site. From what I have heard the proposed project is for 88 units. This would most likely put 100 more cars on our street. Mornings and late afternoons are already difficult with the current amount of traffic. People driving east turning on Allyn or trying to go around people who do. The amount of honking alone at these times is surprising for our little town. At most times there are up to ten cars waiting to turn or drive through. It takes us a bit of time to just get in or out of our cars as there is rarely a break in traffic. I cannot imagine what it would be like if this proposed complex goes forward.
During the day it will also increase the amount of people who go dangerously flying down the street often at double the speed limit. Yesterday 4/1/24, I happily watched a police officer pulling people over who were speeding. He did not have a break.
This project would put an undue hardship on everyone who lives in this area and who live on the West side of St. Helena. It is surprising that such a project is not proposed for the east side since that is where all the services are (Safeway, pharmacy, gas etc.) and would limit traffic immensely versus this large amount of new residents having to cross the highway for everything.
Overall we are completely against this proposed project and believe it must be considered elsewhere.

DAVID TATE ·

408.690.1964 Cell

david@tatewine.com

Xinia Gamero

From: Gregg Dawley <godawley@gmail.com>
Sent: Tuesday, April 2, 2024 2:04 PM
To: Public Comment
Subject: [External] 1933 Spring Street Zoning

Planning Commission Members:

We live at 2700 Spring Street and want to express our opposition to the upzoning of Site 10 for high-density housing. If rezoned and allowed to proceed with the intended scope and massing, it will likely go down as one of the single biggest blunders in town history. The scale would be completely wrong for this location, and would create traffic and safety issues that no one has yet thought through. As critical, there will be no after-the-fact remedy, just a history of more turn lanes, more traffic and pedestrian signs, and traffic lights. We can only imagine the negative impact this rezoning will have on the Spring Street corridor and surrounding area.

Having learned about the upcoming planning commission hearing just last night, we are troubled by the apparent late notice to residents and lack of community outreach. We are particularly sensitive to those living in the immediate area who will bear the brunt if approved. It strikes us as odd that while the town has improved its transparency and outreach (flash polls), this issue has stayed under wraps until the very last minute.

Our understanding is that there is a more equitable solution for all constituents, leaving Site 10 zoned as medium density, and approving all other rezoning under the housing plan. We encourage the City Staff and Planning Commission to do the hard work, engage with the community, and make that happen.

As full time residents of the community for the last 3 years, we have played close attention and observed the many good things happening in St Helena due to the efforts of City Staff and our public officials. We applaud this, and hope all this good work doesn't get upended and the public trust eroded.

We are hopeful the Planning Commission will come to a decision that is in the best interest of the community, leaving Site 10 zoning unchanged.

Thank you.

Gregg Dawley
Kris Dawley

Dear Saint Helena Planning Commission,

We are writing today regarding Site 10, located at 1933 Spring Street. We are very concerned and oppose the rezoning of this site from Medium Density to High Density.

As you know, Valley View Street and adjoining streets experience a lot of traffic throughout the day. Not only does this neighborhood and surrounding streets experience local traffic commuting to and from school and work, but this neighborhood also experiences a lot of traffic from Highway 29 when the traffic is congested. The "byway" traffic can be tour buses, large construction vehicles, semi-trucks, and cars that tend to exceed the speed limit. The amount of traffic we experience now is sometimes crazy and can be a safety risk for residents enjoying a walk or bike ride, our students who are walking or riding their bikes to and from school, and students traveling to and from Crane Park, where most of the city sports teams practice and play. There has always been discussion about traffic calming measures in this area, but to date nothing has been done. I cannot imagine what our residential streets will look like if the 88 or more proposed units are built on Site 10.

Also, a high-density development at the proposed site on Spring Street is out of character with the surrounding area which consists of one-story, ranch style, single-family properties. The proposed number of residential units seems like a lot of units in a very small space.

I recently read an article in the San Francisco Chronicle: California's home insurance is being dropped, what does this mean? This article is specifically about insurance companies dropping and/or not writing new policies in areas of high density, specifically the areas that are at high-risk for wildfire and earthquakes. I hope this is taken into consideration along with water, sewer, safety, and traffic circulation challenges, which our little town is already experiencing.

We both understand the importance of providing affordable housing options in St. Helena and we are not opposed to building on 1933 Spring Street. It just seems that the proposed amount of housing, hence the high-density, would be more suitable for other sites on the map.

We ask that you please consider excluding Site 10 from being rezoned to High Density.

In closing, thank you for dedication to the residents of St. Helena and the work that you are doing on the Planning Commission. We know that it is time-consuming and many times you are tasked with very difficult decisions, we are appreciative.

Sincerely,

David & Jeannie Kerr
1135 Valley View Street

Xinia Gamero

From: Water Audit California <general@waterauditca.org>
Sent: Tuesday, April 2, 2024 2:29 PM
To: Public Comment
Subject: [External] Comment to Planning Commission for April 2, 2024 agenda.

City of St. Helena Planning Commission:

RE: City of St. Helena Planning Commission Regular Meeting Tuesday, April 2, 2024 @ 6:00 PM, Agenda 5.1

A Resolution to Adopt an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) Updating General Plan Figure 2.1 and Adopt Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) to identify zone changes for the designated Housing Opportunity Sites to be consistent with the 2023-2031 Housing Element, and incorporating these changes into the General Plan and Zoning Maps.

The public's business must be conducted with absolute integrity of the representatives. To advise the public something is true, when in fact it is not, is a breach of the public's trust in the elected government.

This Planning Commission does not have a stellar record in that regard. Approval of a tentative map for the Hunter/White Fang project was heavily based on the representation that the City was, in the words of the planning commission chair on February 7, 2023, "under the gun to build [affordable] housing. Massively under the gun." The matter was represented as imperative and that it could not be delayed. Further, it was argued that this was not a new project with tentative intentions, but that the planning commission need only continue to go with the flow of prior events and approvals. Staff avowed "this application was deemed complete back in 2011."

Time has proven these critical and influential statements were demonstrably false.

Herein, we comment generally on the complete and misleading record provided for review. Proper public participation is prevented when relevant information is omitted, either by negligence or intent. The proceeding that was noticed and discussed in staff and counsel reports is not the same matter that will be discussed this evening in violation of CSH Municipal Code chapter 17 and state law, including by not limited to the relevant provisions of the California Code of Regulation and the Government Code including but not limited to the Bagley-Keene Open Meeting Act; Govt. Code section 11120 et seq.

One could easily miss the brief mention of a critical change in circumstance, the March 28, 2024, revocation of the State's approval of the Housing Element Plan. The entire premise of the proceeding is to prevent an act that has already occurred. At the very least this matter should be re-noticed and briefed to inform the public properly. The approval is dead, and denial by the planning commission tonight will not bring it back.

This proceeding alleges that it is built upon the General Plan. The City hosts archival copies of the General Plan on its website. For unknown reasons, the entirety of the 2019 general plan review is missing from the summary of housing element reviews hosted. The proposal is built in part on an idea of a record, not a record.

Further, and separately, in the demonstrated absence of an adequate supply of water, none of the proposed projects can be built. This is a purely theoretical exercise without real world consideration. When any project tries to come to fruition, whether by city or state imparter, it cannot be built until the water supply issue is resolved.

Respectfully,

William McKinnon
General Counsel, Water Audit California

WATER AUDIT CALIFORNIA - *A California Public Benefit Corporation*
952 School Street #316, Napa, CA 94559 / phone: (707) 681-5111

Xinia Gamero

From: Michael Sweeney <michael@landmarkhotelsgroup.com>
Sent: Tuesday, April 2, 2024 3:02 PM
To: Public Comment
Subject: [External] Opposition to Spot Re-Zoning of Site 10 to High Density Residential-Affordable Housing

My name is Michael Sweeney, and I own 1191 Hudson Ave., which shares an immediate border with the subject property (i.e. Site 10). I was never properly notified of the proposed spot re-zoning of site 10 to High Density Residential-Affordable Housing. I would like to register my vigorous opposition to this impulsive, poorly timed, poorly conceived, poorly executed, and clandestine attempt to spot re-zone the subject parcel.

I strenuously object to the Commission's aims in spot-rezoning Site 10 on multiple grounds. It will escape no one's notice that there is—to be exceedingly charitable—an impressive and ever too convenient coincidence that the Commission's urgency in spot-rezoning Site 10 happens to coincide with the fact that the parcel is in fact under contract with a contingent offer in-hand. I'm going to go out on a limb and speculate that the Buyer has made its purchase of the parcel contingent upon the Commission re-zoning the subject parcel as High Density Residential-Affordable Housing. Frankly, I find it rather unconscionable that the City appears happy to confer upon the Buyer of the parcel an unquestionable economic benefit at the expense, and to the detriment of the Buyer's immediate and proximal neighbors. I'm wondering if anyone on the Planning Commission or the Planning Staff have any vested interest in delivering economically valuable entitlements to the Buyer? Would the Commission be willing to provide records of any and all conversations both internally and with 3rd Parties pertaining to Site 10 under the auspices of the Public Records Act? I'm sure any Civil Servant can appreciate that our faith in the institutions of government are only strengthened when we take great pains to avoid even an appearance of impropriety?

Before I proceed any further let me state emphatically that I do not oppose nor begrudge anyone to secure affordable housing, and provide themselves and their families with a pleasant, nurturing, and safe environment. I don' t think anyone could argue with the intrinsic appeal of our beloved city. However, as I stated at the outset, the spot re-zoning of Site 10 is impulsive and poorly conceived, and pursued by the Commission in such a manner as to question the propriety of the endeavor. It strains credulity that anyone on the Commission believes there is nothing problematic about arbitrarily air-dropping-as it were-a 3 to 4 story, 100+ apartment affordable housing complex quite literally in the middle of a long-standing, neighborhood of exclusively single family homes. It's entirely without precedent within the entire city limits! If the Commissions aims and designs on Site 10 are achieved, the potential development would unilaterally and capriciously change the entire character of a neighborhood that has roots that extend back generations! Beyond issues pertaining to fundamentally and irrevocably altering the character of the neighborhood, there are manifold looming logistical nightmares. Any developer on that parcel will be seizing upon various incentives, which would include that of being absolved of adhering to customary, statutory parking availability conditioned upon the proposed number of units. They will be able to squeeze more housing units on the land by burdening the neighborhood with absorbing more random on-street parking. Mind you, a proposed project wont bring fewer cars, it just simply won't have to worry about providing the spaces for them. Which brings us to the fact that Valley View and Spring Street are both ALREADY heavily trafficked roadways. The increased cars and noise and wear and tear on our streets will greatly mar the quality of life and residents peaceful enjoyment of their premises. The added risk of collisions with other vehicles and pedestrians are unacceptable. There is also the issue of the availability of water. By the City's own admission, its infrastructure is inadequate and poorly maintained. Whenever commercial real estate, hotel, resorts, and the like have sought entitlements, they've been routinely rebuffed for the impact on the water and wastewater infrastructure. Surely a prospective high density project could be no less a burden on an already strained municipal water system? As it stands the City can't avoid far too many days, many of them serial, where residents can't even be provided with clear drinking water? How many residents have had the cringey experiencing of

opening the tap to poor a glass of lovely brown or amber hued water? I can't imagine said circumstances improving.

Let me close by asking: Is it really affordable housing when the proposition of living full time in the City of Saint Helena in fact drives up one's cost of living? As a prospective resident of some future project on Site 10, I may be paying nominally less for housing, but I'll be paying more for water and waste management. My budget would likely also become strained by the fact that I now have to pay more in gasoline, repairs & maintenance, and possibly insurance because my circumstances are such that I'm commuting more miles than less in order to access various goods and services that aren't readily available in Saint Helena (some by design): to wit, there is one car dealer in town, no general service merchandiser, etc. Moreover, it isn't a given that a future resident might not in fact be limiting their miles driven to work.

Sincerely,

Michael Sweeney

April 2, 2024

St. Helena Planning Commission
City of St. Helena
1080 College Avenue
St. Helena, CA 94574
xgamero@cityofsthelena.org
mderosa@cityofsthelena.org

Re: Agenda Item 5.1: 1637 Spring Street

Dear Chair Ponte and Members of the Planning Commission:

With the outpouring of comments objecting to the rezoning of 1637 Spring Street from Medium Density Residential (MDR) to High Density Residential (HDR), it seems we are now directly confronting the ways in which changes in state housing law have dramatically reduced the City's discretion with respect to housing projects, and the disruptive effects of the loss of local control on our neighborhoods.

As you may already know, the subject property has been zoned MDR for at least 30 years. On the one hand, one might reasonably think that everyone in the neighborhood should have known for some time that the City's General Plan and zoning aimed at residential development of this parcel, but at the same time one has to recognize that after thirty years of residential zoning without residential development, it might be a very distressing surprise to learn that the property is slated for high-density development, and especially disturbing to learn that the rezoning is required by the City's Housing Element, which was reviewed and adopted without any direct notice to neighboring property owners.

The fact that the Housing Element came to the City Council with very little neighborhood-specific comments should have been cause for concern – I learned a long time ago from John Brown, who served many years both as a Council Member and as Mayor, that when one sees few if any residents commenting on an agenda item one knows informed neighbors would react strongly to, the item needs to be continued and the City needs to get the word out before taking action. I was on the City Council that adopted the current Housing Element, and allowed concerns about Housing Element deadlines to override my concerns about our process. That was a mistake, and I apologize to all concerned for that mistake. Though further delays would have dismayed our staff at the time, I truly believe the better course would have been to take the time required to make sure that neighbors of the properties designated for rezoning knew about the rezoning before the Housing Element was put in final form for approval.

But as things stand now, I see no viable alternative to proceeding with the zoning changes on tonight's agenda. To be sure, the Housing Element can be amended, but I'm pretty sure we would see the full weight of state authority bear down on us should we instead move to defer action on tonight's agenda item in order to pursue an amendment to the Housing Element that would avoid rezoning 1637 Spring Street.

To the best of my knowledge, the last high-density housing projects approved by the City were at Hunt's Grove and Stonebridge a little more than thirty years ago. Even with the shift more recently to pursuit of small in-fill projects, almost all of the affordable housing approved and built in the last thirty years has been east of Main Street.

Perhaps my sentiments are not typical, but when I moved to Tainter Street in 1986, I found the quality of my life enhanced by the presence of lower-income workers and their families in my neighborhood. Almost all of them are gone now, driven out by high rents, and I believe the neighborhood has lost

something important as a consequence. I hope the City can take actions that will bring at least some of those families, and others like them, back to the west side of town.

Thank you.

Best regards,

Lester Hardy
1513 Tainter Street

Xinia Gamero

From: John Hawkins <hawkins-john@comcast.net>
Sent: Tuesday, April 2, 2024 3:45 PM
To: Public Comment
Subject: [External] Spring Street high density development - my opposition

I'm a neighbor (around the corner at 1234 Hudson Avenue) and think this is a terrible idea for any number of reasons (I'm sure the City has been made aware of the opposing viewpoints). A high density residential development would transplant a housing solution suitable for a large city into a small town of 5,000, a town with very limited resources in terms of water, infrastructure, roads, etc., not to mention small town character that is worth protecting. I understand there are alternatives being proposed that would meet the State's mandates without such a development – I hope the Planning Commission and City Council explore them in detail, ASAP. I think this is an existential crisis for St. Helena – if this development goes ahead, there is no going back.
John Hawkins

Xinia Gamero

From: Dana Gallagher <danakgal18@gmail.com>
Sent: Tuesday, April 2, 2024 3:50 PM
To: Public Comment
Subject: Fwd: [External] 1933 Spring Street Rezoning

April 2, 2024

Dear Planning Commission,

As a 40 year St. Helena resident, I am writing to strongly request that you do not move forward with the proposed rezoning of the property located at 1933 Spring Street to high density housing. This sort of development at this location is completely out of character with the surrounding neighborhoods and would substantially change the flow of traffic on Spring Street and Valley View. The majority of the single-family homes surrounding this proposed project are one story. From my understanding, the proposed home types and density, which may include multi-story units, would impede the privacy of the current residents. I believe the city has several other options closer to the center of town that would be more suitable for high density construction.

The traffic and street parking to be used by the entire proposed housing project would empty onto Spring Street, which is already heavily used by both vehicles and pedestrians. The safely factors alone are concerning. The other sites available have much better access to major throughfares and services. It feels like this site was rushed as a solution to St. Helena's need for housing, rather than work with the residents in a productive fashion to solve the housing needs for our community at a location that fits better with our General Plan and character of the neighborhoods.

I hope the Planning Commission with take into consideration the multitude of letters that have been submitted on this issue, and not move forward with rezoning.

Sincerely,

Dana Gallagher

2624 Colombard Court

St. Helena

BE AWARE OF POTENTIAL FRAUD
All banking information will always be sent using our secure email portal: Proofpoint Essentials

Xinia Gamero

From: Justin Stephens <justin@hunnicuttwines.com>
Sent: Tuesday, April 2, 2024 4:57 PM
To: Jack Oliver; Public Comment
Cc: Seana Stephens; Justin Stephens
Subject: RE: [External] 1933 Spring Street Agenda Item

Jack,
Extremely well put.

Planning Commissioners,
My wife and I concur with Jack's position and that of many others who cherish both the charm of St. Helena and it's safety vis-à-vis city streets. With regard to charm, that vineyard IS a cornerstone of the town and has been for nearly a century; and on the topic of safe streets, as avid cyclists with three young children who ride their bikes around the neighborhood on a near-daily basis, we are concerned about the impact of hundreds more residents and their vehicle in such concentration will have on the safety of the area.
As Jack noted there appear to be a bevy of options more suitable in the face of historic preservation and public safety. We urge you to consider the above and other options for the Housing Element while still maintaining compliance with state requirements.
Thank you for your time and consideration.

Seana and Justin Stephens, and Parker, Preston and Beckett Stephens
2611 Colombard Court (since 2005) and St. Helena since 1979

Justin Hunnicutt Stephens
HUNNICUTT
707-963-2911
COLLATERAL
707-963-2908
STEPHENS FAMILY WINES

From: Jack Oliver <jack@rboco.com>
Sent: Wednesday, March 27, 2024 6:30 PM
To: publiccomment@cityofsthelena.org
Subject: 1933 Spring Street Agenda Item

Dear Planning Commissioners,

We are writing to express our hope that you do not rezone 1933 Spring Street to high density housing. Open space and historic vineyards are what gives St. Helena and this neighborhood its charm. The listing for the property even calls it the "Soul of Spring Street" for 90 years. Vineyards are what drive our local economy. They generate jobs in the vineyard, income to suppliers and produce the wine that makes our town and region famous. Putting high density housing in this neighborhood does not seem to fit with its characteristics nor consistent with the General Plan. The traffic and street parking will create many blind spots for cars turning onto Spring street and make it very dangerous for young students to bike and walk to school. The traffic coming out of a high-density location will already impact the back-ups at Spring and Main during rush hours.

The city has many other vacant, unproductive, and dilapidated sites that need improving and seem more suitable for high density housing. Plus, these sites are closer to traffic lights and the Hwy 29 transportation corridor. Why not improve and encourage investment in these non-productive locations as identified in the Housing Element such as sites 5, 2, 1 and the much-studied site 3? Let's not crush the "soul" of Spring Street, let's preserve and nourish it.

Sincerely,

Jack and Kate Oliver
1248 Hudson

Xinia Gamero

From: Spadarotto, Kate J <kate.spadarotto@sothebys.realty>
Sent: Tuesday, April 2, 2024 5:15 PM
To: Public Comment
Subject: [External] No to rezoning 1933 Spring St & Transfer Tax

I believe that changing the zoning will negatively impact that part of town. Not only will the infrastructure put a strain on an already strained area, it will drop the property values and decrease the desirability of the area.

I do think we need to do something for the town which is 1. Support the hotel development to increase TOT tax or 2. Support more short term rentals to increase the TOT tax or 3. Increase the sales tax by 0.025% for the city. I think imposing a transfer tax would not accomplish what is thought. It will drive property values even higher (to include the tax in the price of the home) which will prevent our town from being affordable for growing families. Hurting the schools and many other things that make this town so special.

Thank you,
Kate

Kate Spadarotto
Global Real Estate Advisor
Estate & Wine Industry Specialist
Sotheby's International Realty
1229 Adams Street, St. Helena, CA 94574
707.321.6231
DRE 02014569
2024 President, North Bay Association of Realtors
Certified in Wine, Winemaking and Vineyards from UC Davis

Wire Fraud is Real. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions. Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication. This e-mail and any attachments are confidential. If you are not the intended recipient of this e-mail, please immediately delete its contents and notify us.

RICK TOOKER
rtooker@fbm.com
D 707.967.4152

April 2, 2024

Via Email to: *planningcommission@cityofsthelena.org*
MDeRosa@cityofsthelena.org
cityclerk@cityofsthelena.org

City of St. Helena
Planning Commission
1088 College Avenue
St. Helena, CA 94574

Re: GPA 2024-005/ZMA 2024-005 - General Plan/Zoning Amendment Upzoning Opportunity Site #10 from Medium Density Residential (MR) to High Density Residential (HR)

Dear Chair Ponte and Planning Commissioners:

Farella, Braun + Martel ("FBM"), located at 899 Adams Street in St. Helena, represents property owners in the community who have expressed concern over the City's April 2, 2024 consideration of rezoning a 4.4 acre parcel located on Spring Street between Hudson Avenue and Valley View Street (APN 009-441-023). This parcel, commonly referred to as the Quaglia Vineyard Property, has been identified as an Opportunity Site for residential development (Site #10) as part of the 2023-2031 Housing Element Update adopted in May 2023 and subsequently revised in July 2023.

Background

FBM has significant experience with local housing policy and strategies. We have supported clients and local agencies relating to housing locally in the Napa County, and many of us have personally served in the past as planning commissioners and technical staff responsible for providing advisory recommendations to city councils. Some on our staff have personally directed and prepared housing elements for multiple local area communities, all of which were certified by Housing and Community Development (HCD). As a result, we appreciate the need for developing and preserving an adequate supply of housing in St. Helena, including housing affordable to all economic segments of the community. We sincerely support St. Helena's efforts to identify opportunity sites and to protecting existing housing and plan for new residential development, particularly for lower income households.

Review of the pertinent Planning Commission agenda materials indicates that the Quaglia Property has been zoned Medium Density Residential (MR) for decades, including during the

two Housing Element Cycles prior to 2023. However, in this most recent 6th Housing Element Cycle, the City determined the parcel should be rezoned from Medium Density Residential (MR) to High Density Residential (HR). This upzoning represents an alarming increase in housing density that is inconsistent with the existing character of the surrounding neighborhood. Although discussion has occurred associated with this upzoning, including prior to and with adoption of the Housing Element, it was not until recently when the details of this property specifically was recognized during the public notice period. Concerns about the Quaglia Property have become more evident for neighbors and interested community members.

Issues with Current Staff Report & Plan Details

As the Planning Commission knows, Spring Street and the streets adjacent to the sides and rear of the Quaglia Property (Olive, Hudson, and Valley View streets) contain single-family homes built at the low end of MR density at approximately 6 du/ac. These neighborhoods are not developed remotely close to the density proposed on the Quaglia Property at between 16.1 and 28 du/acre. Moreover, the existing single-family neighborhoods abutting the Quaglia Property are almost entirely one story in height. The proposal to increase the allowable height of new development on the Quaglia Property to 42 feet, together with the afore-referenced significant density increase, completely disregards generally acceptable professional planning practice. The proposed density and heights are more aligned with what is customarily planned in suburban city centers and adjacent to downtowns where development is feathered outward from the core and avoids abrupt deviations in building mass and scale that otherwise would adversely affect existing community character.

This is not to say that the Quaglia Property should not be an opportunity site for future residential development. We recognize that the analysis pertaining to the Quaglia Property, both in past analysis preceding approval of the Housing Element and more recently with the proposed General Plan/Zoning Map Amendments, is being characterized at far less than its potential as presented in the materials prepared for Planning Commission consideration on April 2, 2024. Below are just a few examples:

- The entire 4.4-acre Quaglia Property is planned for redeveloped under HR density. At the high end of range between 16.1 and 26 du/acre, this represents a potential for up to 114 units. However, the reporting incorrectly references actual HR density, which is up 28 du/acre. This represents 123 units (7.3 percent more units). Additionally, state density bonus law provides for allowances that is mandatory by local agencies in the number of total housing units when a development exceeds certain affordability levels. Therefore, a suggestion that the maximum number of units based on a zoning density, whether at 114 more correctly 123 units, is not substantiated in our experience working on countless developments.

  Three story developments (to include partially subterranean and surface parking) are in American Canyon and Napa with similar densities proposed on the Quaglia Property. Some, such as the development on the corner of Soscol and Central avenues, are adjacent

to existing low-rise single-family housing foreshadowing the significance of the potential for adverse impact to the neighborhood surrounding Opportunity Site #10.

- Assumed development of the Quaglia Property is 20 du/acre or 88 units (44 lower income units/44 moderate income), which is a fraction of the high end of the HR density range including what is allowable under mandatory state density bonus provisions. However, our experience with development of countless projects requiring a significant percentage of lower and moderate income housing units indicates that density bonuses are frequently sought to offset the affordable units providing proportionately more market rate housing. Therefore, total units could be higher than 88 units.

  Additionally, mandatory zoning concessions are often required by the permitting agency, which frequently include a reduction in off-street parking. The City provides a new strategy to reduce parking for studio and one-bedroom units at just one parking space per unit. However, this is not reflective of parking reality (except in the case of senior housing). A reduction in on-site parking will almost certainly result in significant on-street parking impacts. Frequent concessions also include additional building height, which in the case of the Quaglia Property is proposed at 42 feet. An example of parking inadequacy in an existing development with similar densities to what is proposed for the Quaglia Property can be seen in Napa at First Avenue west of Freeway drive where each unit is assigned two parking spaces and on-street parking on both sides of the street is awful.

- The materials presented to the Planning Commission explain that the City is responsible for planning underdeveloped and vacant land to accommodate its Regional Housing Needs Allocation (RHNA), but they do not clearly explain that future development will be constructed as planned. Our experience indicated that Opportunity Site #10 could be developed much differently as planned. Note that in the description of future potential development, assumed to be 88 units at 20 du/acre, there is no reference to market or above-market rate housing, and unless the property is transferred to a non-profit develop, there is no possible return on investment to develop the site. This omission of full disclosure is something the Planning Commission should explore further in its deliberations of the proposed General Plan/Zoning Map Amendments.

- The materials presented to the Planning Commission suggest that the Quaglia Property could be developed differently from what is assumed, inferring that it could also be proposed to be at a lower density. However, it is unlikely that a development proposed below the HR density range (less than 16.1 du/acre), or for that matter less than 20 du/acre or 88 units, would be considered by the City to be consistent with applicable housing policy and zoning regulations. An argument that future development proposed at the low end of the density range at 16.1 du/acre or 70 units, let alone with little or no affordable units, would likely be considered inconsistent with the City's General Plan.

- A development containing the large number of units proposed on the Quaglia Property will require a second point of egress separate from Spring Street to accommodate emergency service vehicles as well as for general distribution of residential and service related vehicle trips. This will result in either demolition of an existing single-family home on Olive, Hudson or Valley View streets, or connecting to the only existing undeveloped property near the northwest corner of Olive and Valley View streets. Typically, each residential unit generates approximately 10 average daily vehicle trips (ADT), which at 88 units assumed by the City to be built in the materials presented to the Planning Commission will be 880 ADT.

  This could be substantially more when considering development at HR density will likely be toward the high end of the density range (not including mandatory state density bonus provisions). Putting into perspective the number of vehicle trips for all homes abutting the Quaglia Property on Spring, Olive, Hudson, and Valle Verde streets, just 290 ADT are generated. These roads are not designed at a width to accommodate this level of traffic where two vehicles often cannot pass each other with parking on both sides of the street.

These issues are not fully vetted in the materials presented to the Planning Commission for consideration on April 2, 2024. The potential for adverse impacts has been underestimated based on real-life experience of affordable housing development, including the assumed mix of lower and moderate income housing at just 88 units on the Quaglia Property.

Project Alternatives

The Planning Commission has options other than approving the upzoning on Opportunity Site #10, regardless of HCD's threat (and ultimately its decision) to decertify the Housing Element Update. Similarly, the Commission is not constrained by the City staff recommendation that there are no options and the most expeditious path to recertification is to approve the General Plan/Zoning Map Amendments.

The suggestion that the Planning Commission has no alternative, whether inferred by HCD or directly stated in the materials presented to the Commission, is an afront to the purpose and intent of open public meetings. The Planning Commission is tasked with encouraging and welcoming public comment and taking into consideration public testimony in its deliberations and final recommendation to the City Council. As presented in HCD's letter threatening decertification in the record (before it decided to decertify the Housing Element Update), and the materials presented by City staff who essentially opine that there is no other option than to approve the recommended action. If true, then why even hold a public hearing at all.

The point here is that rezoning of Opportunity Site #10 is not the issue per se, but rather it is about the number of units that the property offers regardless of its recommended zoning. The Planning Commission has the authority to forward a recommendation to the City Council to approve the proposed General Plan/Zoning Map Amendments, but to remove that portion of the recommended action of upzoning Opportunity Site #10 to HR zoning.

The result of this recommendation would be that the Quaglia Property would retain its density range of 6.1 to 16 du/acre. However, the Planning Commission could also recommend to Council the proposed General Plan Amendment included specific policy relating to the Quaglia Property to be developed at the high end of the density range to include a mix of 70 lower and moderate income residential units (instead of 88 units), represent a minor reduction of just 18 units and still within the cushion in the plan to achieve the RHNA. Coincidently, given state mandated density bonus law for affordability at these levels (50-50 lower and moderate income units), 20 du/acre would easily be achieved as provided by the state wherein no analysis is required when planning for housing at this density.

There may also be a method of retaining MR density but requiring by policy or code the 20 du/acre on the 4.4 acre Quaglia Property without upzoning the parcel to HR density. With thoughtful planning, an elegant solution could be developed by the City to address this issue of concern to so many residents and it could avoid remanding back the Housing Element Update, as referenced 'starting over' in the reporting to the Planning Commission in the reporting materials for April 2, 2024.

Another example of creative problem-solving well within the scope of allowable policy and regulation would be to apply PD zoning to Opportunity Site #10. The purpose and intent of the PD district is to provide for a variety of housing types and densities and to achieve superior relationships among uses, both within and surrounding the Quaglia Property. As explained in Zoning Ordinance Section 17.21.0505, Planned Development Overlay (PD), this approach promotes innovation and creativity in development concepts, as well as cohesive, high-quality and aesthetically pleasing urban structure that otherwise will not exist with abrupt deviations of densities and heights on Spring Street and the neighborhoods to the Quaglia Property under HR zoning.

There may be other possibilities to addressing this issue that have not been considered here in this letter which City staff, the Planning Commission, and concerned community members have thought about after the April 2, 2024 packet materials were circulated. Again, our intention is not to preclude reasonable planning of residential development for the Quaglia Property or resetting the plan for meeting St. Helena's RHNA. Rather, we propose exploring creative planning solutions that better reflect St. Helena's character, while retaining housing strategies to provide for its RHNA in this 6th Housing Element Cycle.

Very truly yours,

Rick Tooker

rft: Katherine Philippakis, Esq.

City of St. Helena

2023-2031 Housing Element Update

Adopted, May 9, 2023
Revised, July 2023
Certified, September 25, 2023

ST. HELENA
CALIFORNIA
HOUSING ELEMENT
2023 - 2031

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Private
Property
STONEBRIDGE
900-1078 COLLEGE AVENUE

Introduction

Purpose of the Element

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans as part of their "general plan" (also required by the state). General plans serve as the local government's "blueprint" for how the city and/or county will grow and develop and include seven required elements: land use, transportation, conservation, noise, open space, safety, and housing. The law mandating that housing be included as an element of each jurisdiction's general plan is known as "housing-element law."

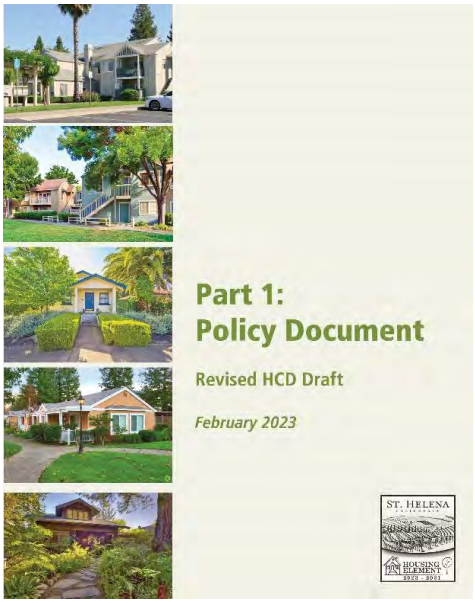
California's housing-element law acknowledges that, in order for the private market to adequately address the housing needs and demand of Californians, local governments must adopt plans and regulatory systems that provide opportunities for (and do not unduly constrain), housing development. As a result, housing policy in California rests largely upon the effective implementation of local general plans and, in particular, local housing elements.

Although the Housing Element is one of seven required elements of the general plan, it has several unique requirements that set it apart from the other six. State law (Government Code Section 65580 (et seq.)) specifies in detail the topics that the housing element must address and sets a schedule for required updates every eight years. The housing element is also the only element reviewed and certified by the State for compliance with State law. Every jurisdiction in the State of California is required to submit a Housing Element to the Department of Housing and Community Development (HCD) for review and certification.

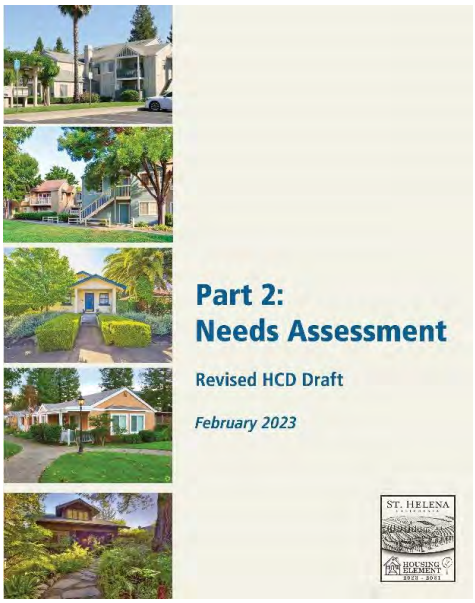
The 2023-2031 Housing Element establishes a comprehensive plan to address housing needs in St. Helena over the eight-year planning period between January 31, 2023, and January 31, 2031. The Housing Element sets the community goals and policies surrounding the development, rehabilitation, and preservation of housing units to meet the needs of St. Helena residents (present and future. St. Helena is a member of the Association of Bay Area Association of Governments and, therefore, is required submit an updated Housing Element to HCD by January 31, 2023.

Housing Element Update Components

The 2023-2031 Housing Element Update consists of two parts; the Housing Needs Assessment, and this Housing Element Policy Document.



1. The **Policy Document** states goals, policies, implementing program, and quantified objectives for the development, rehabilitation, and preservation of housing. The Policy Document is the action plan that reacts directly to the findings of the Housing Needs Assessment and input from the community. The City will implement the actions specified in the Policy Document throughout the planning period.



2. The **Needs Assessment** identifies and analyzes the existing and projected housing needs, provides a list of sites for housing development that are adequate to accommodate the City's regional housing needs allocation, documents constraints to housing production, and analyzes fair housing. In short, the Needs Assessment provides the context for the City's housing action plan.

Part 1: Policy Document

Adopted, May 9, 2023
Revised, July 2023
Certified, September 25, 2023

ST. HELENA
CALIFORNIA
HOUSING ELEMENT
2023 - 2031

1426

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TRAFFIC

Organization of the Policy Document

The 2023-2031 Housing Element Policy Document includes six goals, supported by policies and implementation programs that aim to address identified housing needs during the planning period. The goals, policies, and programs of the Housing Element establish a policy framework to guide city decision-making to meet identified housing needs. The Policy Document is organized under the following goal titles:

1. A Diversity of Housing to Meet Local Needs
2. High-Quality Neighborhoods with a Balance of Housing
3. Conservation of Existing Housing
4. Assistance to Support Affordable Housing
5. Resource Conservation
6. Affirmatively Further Fair Housing

Goals

The housing goals are articulated as general "end condition statements," which describe a desired outcome or end state. The goals do not contain an action verb as they reflect a final statement of what the city hopes to achieve. Goals describe ideal future conditions for a topic and tend to be general and broad in nature. How the goal will be achieved is established via the applicable policies and programs.

Policies

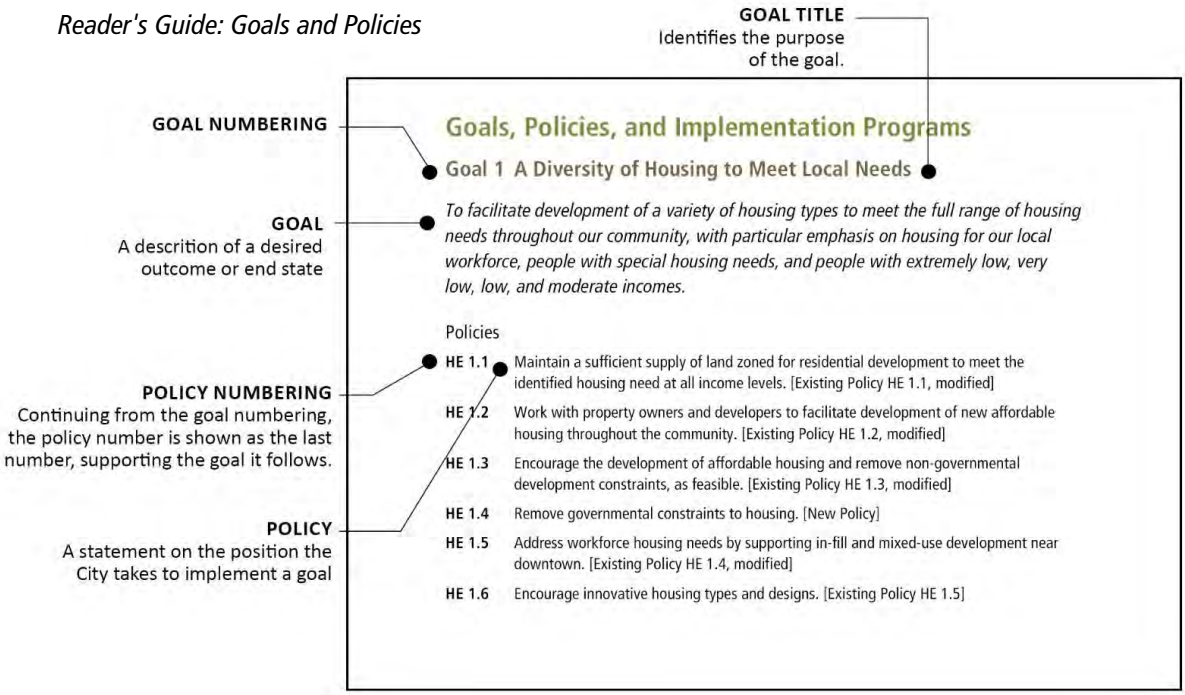
Policies are statements on the position the City takes to implement a goal. Policies contained in the Housing Element are important statements as they provide a clear and unambiguous statement that guides a specific course of action for decision-makers to achieve a desired goal. Future actions and development must be consistent with these policies.

Programs

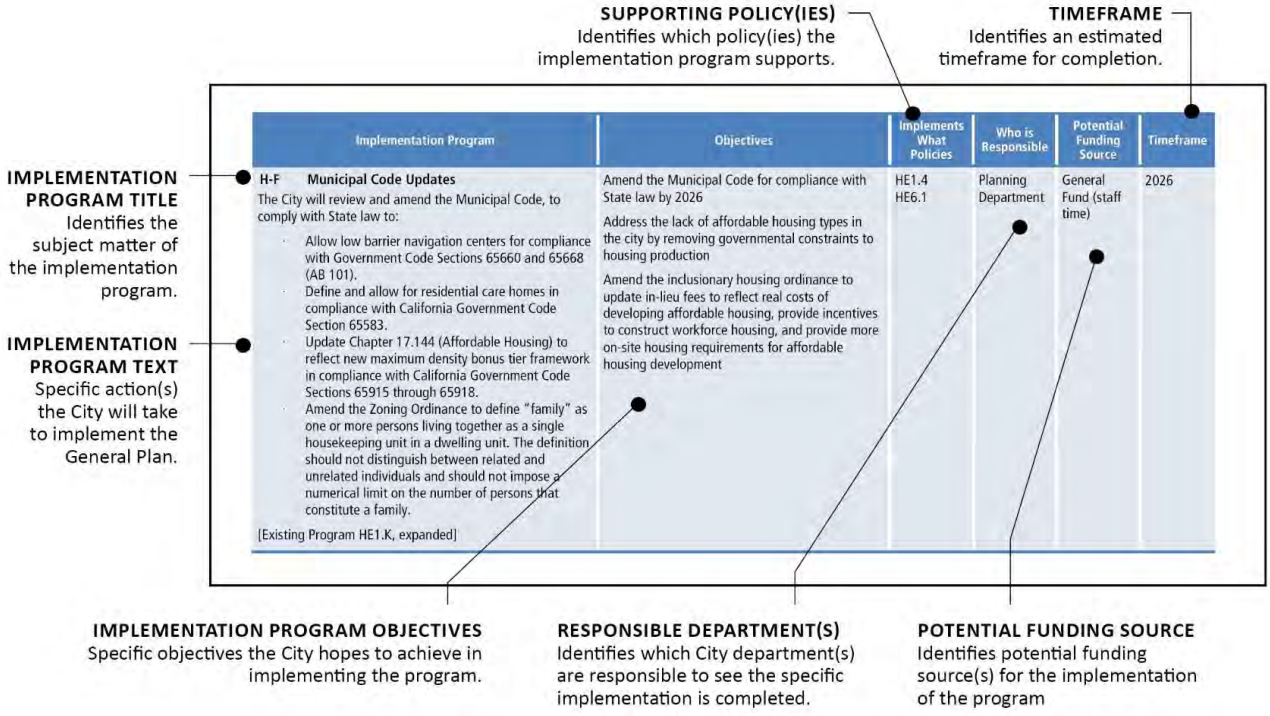
While many policies can be implemented as part of standard City operations, some policies require specific programs to assure their implementation. Housing programs define the specific actions the City will undertake to achieve the stated goals and policies.

For more information, please see the Policy Document Reader's Guide diagrams on the following page.

Reader's Guide: Goals and Policies



Reader's Guide: Implementation Programs



Key Findings and Recommendations

The following section summarizes the key findings in the Housing Needs Assessment and references the resulting programs.

Review of Existing Housing Element

Since the City of St. Helena adopted the Housing Element Update in 2014, the City successfully implemented a majority of the Housing Element implementation programs. Between 2014 and 2021, the City was successful in obtaining additional funding for affordable housing production, preserving existing affordable housing units, and promoting the expansion of multifamily and mixed use housing through the recent 2040 General Plan Update. The City also successfully implemented programs incentivizing and streamlining affordable housing development and revised development standards related to second units for state compliance. While the 2040 General Plan Update process required significant staff time and delayed implementation of some Municipal Code amendments, the City is currently (2022) undertaking a zoning code update that will address the remaining code amendments implementation measures during the 6th cycle. As the code update draws to its conclusion, the City will have more resources available to implement the remaining implementation actions, which have been continued and expanded in the 2023-2031 Housing Element.

Demographic and Economic Trends

Generally, the population of the Bay Area continues to increase because of natural growth and the strong economy drawing new residents to the region. The population of St. Helena increased by 2.1 percent from 2000 to 2020, which is lower than the growth rate of the Bay Area. In 2019, St. Helena's youth population under the age of 18 was 1,050 and senior population 65 and older was 1,636. These age groups represent 17.2 percent and 26.8 percent, respectively, of St. Helena's population. Program H-A commits the City to providing sufficient housing sites to meet the needs of the population and Programs H-H and H-I address workforce housing.

Housing Conditions

Number of Homes. The number of new homes built in the Bay Area has not kept pace with the demand, resulting in longer commutes, increasing prices, and exacerbating issues of displacement and homelessness. The number of homes in St. Helena increased, 4.4 percent from 2010 to 2020, which is above the growth rate for Napa County and below the growth rate of the region's housing stock during this time period. Program H-N, H-O work to facilitate higher density development, and H-P works to provide residential development opportunities in commercial areas through the implementation of mixed-use zoning.

Home Prices. A diversity of homes at all income levels creates opportunities for all St. Helena residents to live and thrive in the community.

- **Ownership.** The largest proportion of homes had a value in the range of $1 million-$1.5 million in 2019. Home prices increased by 118.2 percent from 2010 to 2020. Program H-GG works to increase affordable homeownership opportunities in St. Helena through the pursuit of mortgage credit certificates.

- **Rental Prices.** The typical contract rent for an apartment in St. Helena was $1,470 in 2019. Rental prices increased by 15.7 percent from 2009 to 2019. To rent a typical apartment without cost burden, a household would need to make $59,160 per year. Programs H-DD, H-EE, H-FF, and H-HH work to assist the development of affordable housing. Program H-II includes a commitment to support the Housing Choice Voucher program and to support efforts to expending funding for the program.

Housing Type. It is important to have a variety of housing types to meet the needs of a community today and in the future. In 2020, 63.9 percent of homes in St. Helena were single family detached, 6.1 percent were single family attached, 6.2 percent were small multifamily (2-4 units), and 18.4 percent were medium or large multifamily (5+ units). Between 2010 and 2020, the number of single-family units increased more than multi-family units. Generally, in St. Helena, the share of the housing stock that is detached single family homes is above that of other jurisdictions in the region. Programs aimed at addressing the lack of affordable housing types include H-A, H-B, H-E, H-H, H-I, H-J, H-M, H-P, and H-W.

Cost Burden. A household is considered "cost-burdened" if it spends more than 30 percent of its monthly income on housing costs, while those who spend more than 50 percent of their income on housing costs are considered "severely cost-burdened." In St. Helena, 21.1 percent of households spend 30-50 percent of their income on housing, while 16.6 percent of households are severely cost burden and use the majority of their income for housing. Lower-income, Latinx, and large households are disproportionally impacted by housing cost burdens. Programs including H-E, H-H, H-M, H-DD, H-EE, and H-FF work to reduce the costs of production or create more affordable housing opportunities by streamlining development approvals, incentivizing affordable housing types, generating funds, and reducing fees.

Special Housing Needs

People with Disabilities. In St. Helena, people with disabilities make up around 12 percent of the total population. Children (under 18) make up around 38 percent of the developmentally disabled population, while adults make up around 62 percent. Most of the developmentally disabled population reside with their parent, family, or guardian.

Senior Households. Senior households represent a higher percentage of the total households in St. Helena, at about 39 percent of households in the city. There is a large income disparity between seniors who rent housing and seniors who own their home. Most seniors who rent make 0 to 30 percent of AMI, and sixty-eight percent of senior households in this income category have housing cost burdens. By contrast, most seniors who own make greater than 100 percent of AMI; thirteen percent of senior households in this category experience housing cost burdens.

Farmworkers. The number of permanent farm workers in Napa County has increased from 2,916 in 2002 to 4,290 in 2017, while the number of seasonal farm workers decreased from 7,855 to 5,734. In St. Helena, the migrant worker student population totaled 20 during the 2019-20 school year, an increase of two students since the 2016-17 school year.

Persons Experiencing Homelessness. According to a Point in Time Count provided by the Chief of Police, there is one homeless person who resides in St. Helena. Countywide, many of the persons experiencing homelessness report chronic substance abuse or mental illness.

Programs H-E, H-H, H-I, H-BB, H-FF, H-KK, H-LL, H-NN, H-OO respond to the city's special housing need by streamlining development review, incentivizing development, or providing directly funding for construction or rehabilitation of housing for those with special needs.

Non-governmental and Governmental Constraints

The non-governmental constraints that restrict building in St. Helena include the price of land, cost of construction, flooding, conservation easements and long-term vineyard leases, and a lack of rental accessory dwelling units. The governmental controls analyzed in this section were land use controls, codes and enforcements, on-and off-site improvements, fees and exactions, processing and permit procedures, and regulations affecting housing for persons with disabilities. The land use controls including zoning and current General Plan land use designations do not constrain residential development; however, some changes are necessary to streamline the design review process. Additionally, water and sewer access are constrained, and the City must prioritize service for proposed development that includes housing for lower-income households (Program H-C). Additionally, St. Helena must also amend the Zoning Code to allow for low barrier navigation centers, consistent with State law. See Program H-F for more information.

Sites Inventory and Zoning for a Variety of Housing Types

Sites Inventory. In combination with the City's pending projects and ADU development trends, the sites inventory provides adequate sites to meet the City's RHNA allocation and buffer requirements. St. Helena received a RHNA of 256 total units distributed across very low-income (104 units), low-income (59 units), moderate-income (26 units), and above moderate-income (67 units) categories. A total of 83 lower income housing units can be accommodated on City-owned properties and 332 total housing units can be accommodated on vacant and non-vacant sites. Multiple property owners of vacant and non-vacant sites are supportive of and interested in housing development on their properties. See Program H-A for more information.

Zoning for a Variety of Housing Types. St. Helena's Zoning Code allows for a variety of housing types in the City including multiple-family units, transitional and supportive housing, single-room occupancy units, manufactured and mobile homes, and accessory dwelling units. However, to comply with Section 65915 through 65918 of the California Government Code, St. Helena should amend the Zoning Code to reflect the new

maximum density bonus provisions that were adopted by the State in 2020. Program H-F commits the City to updating the Zoning Code for compliance with State law.

Affirmatively Furthering Fair Housing

Concentrations of Lower- and Moderate-Income Earning Populations. In St. Helena, residents with low and moderate household incomes are concentrated in the eastern portion of the city. The Housing Element ensures available land to accommodate all income levels on sites located across the city. Efforts to combat this impediment are outlined in Programs H-A, H-B, H-N, H-O, H-R, H-S, H-U, H-V, H-W, and H-AA.

Insufficient Housing Stock for Farmworkers. Farmworker housing is a critical need in Napa County and St. Helena due to the presence of year-round agricultural production. The migratory and sometimes seasonal nature of farm work poses housing challenges for the community and are seen as an impediment for St. Helena. Efforts to combat this impediment are outlined in Programs H-E, H-H, H-I, and H-KK.

Lack of Affordable Housing Types. There is a lack of diversity in housing types that restricts development of affordable housing in St. Helena. Local land use and zoning regulations perpetuate this deficiency by limiting the form of housing that can be developed on a particular site. Much of the residentially zoned parcels within the city are zoned low and medium density residential and are not compatible with the construction of duplexes, triplexes, quadplexes and multifamily housing developments. The City is upzoning a number of parcels as a part of the Housing Element Update to allow higher density residential development. Efforts to further combat this impediment are outlined in Programs H-A, H-B, H-E, H-H, H-I, H-J, H-M, H-N, H-P, H-R, H-S, H-V, H-W, H-AA, H-DD, H-EE, H-FF, H-GG, H-LL, and H-NN.

Goals, Policies, and Implementation Programs

Goal 1 A Diversity of Housing to Meet Local Needs

To facilitate development of a variety of housing types to meet the full range of housing needs throughout our community, with particular emphasis on housing for our local workforce, people with special housing needs, and people with extremely low, very low, low, and moderate incomes.

Policies

HE 1.1 Maintain a sufficient supply of land zoned for residential development to meet the identified housing need at all income levels.

HE 1.2 Work with property owners and developers to facilitate development of new affordable housing throughout the community.

HE 1.3 Encourage the development of affordable housing and remove non-governmental development constraints, as feasible.

HE 1.4 Remove governmental constraints to housing.

HE 1.5 Address workforce housing needs by supporting in-fill and mixed-use development near downtown.

HE 1.6 Encourage innovative housing types and designs.

Implementation Programs

Implementation programs for this goal have been included in a table beginning on the following page.

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-A Available Sites Inventory The City will prepare a sites inventory and suitability analysis that identifies suitable sites for housing development that allows targeted income housing developers to have a clear idea of what sites are suitable for meeting the Regional Housing Needs of the City. To accommodate the remaining lower-income RHNA of 156 units, the City of St. Helena will identify and rezone a minimum of 14 acres to the HDR zoning district, allowing exclusively residential uses and a minimum of 20 units per acre to a maximum of 28 units per acre by January 31, 2024. Rezoned sites will permit owner-occupied and rental multifamily uses by right pursuant to Government Code section 65583.2(h) and (i) for developments in which 20 percent or more of the units are affordable to lower income households and will be selected from sites 2, 3, 5, 8, and 10 in the parcel listing (Table 58). As reflected in *11: Housing Resources*, each site has the capacity to accommodate at least 16 units and will be available for development in the planning period where water, sewer, and dry utilities can be provided. The City will maintain an inventory of parcels meeting the requirements of Government Code Section 65583.2(c); that is, vacant sites identified in two or more consecutive housing elements or nonvacant sites identified in a prior housing element, that are identified to accommodate housing for lower income households. This inventory shall be made available online. All previously used lower-income sites currently meet the lower-income density threshold (20 du/ac), however the City shall update the zoning code to allow by-right approval for housing developments that	Identify housing sites suitable to accommodate: · Very low income: 104 units · Low income: 59 units · Moderate income 26 units · Above Moderate income: 67 units · Total: 256 units Provide sites that proactively work to overcome concentrations of lower- and moderate-income earning populations; with the goal of facilitating the development of 82 lower income units in the western portion of the city Provide sites appropriate for affordable housing types Commit to streamlining review of Hunter Subdivision project to completion with the goal of Building Permit applications in 2025. Evaluate timeline at the end of 2025 and if determined necessary, identify additional housing sites to meet the City's 6th Cycle RHNA requirements	HE1.1	Planning Department	General Fund (staff time)	By January 31, 2024 Publicly-available inventory: by 2024 **Hunter Subdivision** Building permits: 2025 Evaluate timeline by end of 2025

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
include 20 percent or more of its units affordable to lower income households (Gov. Code, § 65583.2, subd. (c).) on these sites. The City will consider AFFH in the identification of sites within the inventory and will work to provide sites that proactively work to overcome concentrations of lower- and moderate-income earning populations on the eastern portion of the city.					
H-B Growth Management System The City will remove the Growth Management System (GMS) from the Zoning Code. Due to Senate Bill 330, the GMS cannot currently be enforced. The City shall remove the GMS from the zoning code through the current Comprehensive Zoning Code Update currently underway. The GMS has been removed from the Draft Zoning Code, which is scheduled for adoption in summer/fall 2023.	During the planning period, encourage the development of: · 4 very low-income units · 4 low-income units · 10 moderate-income units · 10 above moderate-income units Address the city's lack of affordable housing by removing governmental constraints	HE1.1 HE1.4	Planning Department	General Fund (staff time)	Implementation: immediate Revised Zoning Code: by 2025 (prior to sunset of SB 330)

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-C Water and Sewer Access The City will continue to give priority access to water and sewer infrastructure to projects that include affordable housing units. As required by State law, the City shall deliver the adopted housing element to water and sewer providers, including a cover memo describing the City's housing element, as well as the City's housing needs and regional housing need.	Establish specific procedures providing priority access to water and sewer infrastructure to developments with units affordable to lower-income households, as required by State law Provide water and sewer providers with the adopted housing element, including cover memo, as required by State law	HE1.3 HE1.4	Planning and Public Works Departments	General Fund (staff time) Water and Sewer Enterprise Funds	Establish procedure: by 2025 Provide providers with housing element: immediately upon adoption
H-D Road and Utility Improvement Coordination The City will continue to work with private property owners/developers to plan for road and utility improvements necessary to support housing on sites identified for lower-income housing, in the event these sites are developed. Funding for off-site improvements will be provided through development impact fees. The City shall annually evaluate funding levels and potential opportunities for use of the funds in line with this program. The City will prioritize funding for improvement projects in the southeast quadrant of the city, including at sites 4, 5, 6, 7, 8, and 12, as possible.	During the planning period, encourage the development of: · 4 very low-income units · 4 low-income units · 4 units identified for seniors, farmworkers, or persons with disabilities Provide funding to assist in the completion of two roadway or utility improvement projects in the southeast quadrant, with a goal of providing $100,000 during the planning period.	HE1.2 HE1.3	Planning Department	General Fund (staff time) Impact fees	Throughout the planning period, as needed Evaluate funding levels and opportunities: annually

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-E Streamline Special Needs Housing The City will apply streamlined ministerial review to housing developments that meet the needs of lower income households and special needs groups, such as seniors, people with disabilities, farmworkers, and homeless families and individuals. The City shall evaluate the streamlined review policy every two years to identify constraints on special needs housing production. The City shall provide priority processing to development applications that work to provide housing for residents with special housing needs. The City shall also support these applicants by providing technical support through the entitlement process and shall provide additional density bonuses and modifications to development standards (beyond State law) to special needs housing projects proposed on the western half of the city, where fair housing issues are less concentrated.	During the planning period, encourage the development of: · 15 very low-income units · 8 low-income units · 6 units identified for seniors, farmworkers, or persons with disabilities Address the lack of affordable housing types in the city Address the lack of farmworker housing in the city Provide incentives that work to overcome concentrations of affordable housing on the eastern portion of the city	HE1.4	Planning Department	General Fund (staff time)	Evaluate constraints: every two years Apply streamlined review: throughout planning period

H-F Municipal Code Updates The City will review and amend the Municipal Code, to comply with State law to: · Allow low barrier navigation centers for compliance with Government Code Sections 65660 and 65668 (AB 101). · Allow for residential care facilities of six or fewer in zones allowing single-family uses, subject only to the requirements of single-family uses, in compliance with State law (HSC § 1568.0831); and permit facilities with seven or more beds in all residential zones with objectivity and certainty similar to other residential uses of the same form · Update Chapter 17.144 (Affordable Housing) to reflect new maximum density bonus tier framework in compliance with California Government Code Sections 65915 through 65918. · Amend the Zoning Ordinance to define "family" as one or more persons living together as a single housekeeping unit in a dwelling unit. The definition should not distinguish between related and unrelated individuals and should not impose a numerical limit on the number of persons that constitute a family. · Update parking requirements related to emergency shelters for compliance with Government Code section 65583, subdivision (a)(4)(A) to require only be the number of spaces necessary for staff working in the shelter and no more than other uses in the same zones. · Allow accessory dwelling units in all zones allowing residential uses, including the AP Zone, mixed-use and commercial zones.	Amend the Municipal Code for compliance with State law by 2025 Address the lack of affordable housing types in the city by removing governmental constraints to housing production Amend the inclusionary housing ordinance to update in-lieu fees to reflect real costs of developing affordable housing, provide incentives to construct workforce housing, and provide more on-site housing requirements for affordable housing development	HE1.4 HE6.1	Planning Department	General Fund (staff time)	By 2025

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
· Update Chapter 17.116.030 (Accessory Dwelling Units) for compliance with Government Code section 65852.2. · Update Chapter 173.200 (Reasonable Accommodation) to remove discretionary finding requirements that constrain development, including finding #5, which considers impacts to surrounding properties or uses. · Incorporate objective design standards for single-family, small lot, and multifamily developments that provide a ministerial design review process · Provide a by-right streamlined review process for affordable housing developments meeting state affordability thresholds, in compliance with SB 35 and SB 330. · Allow permanent and supportive housing pursuant to Government Code section 65651 without discretionary action. · Allow emergency shelters by right in BPO zone in compliance with Government Code section 65583(a)(4). · Expand the definition of emergency shelters to include interim interventions in compliance with Government Code section 65583(a)(4).					

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-G Safety Element Update The City will, in accordance with SB 1035, update the General Plan Safety Element to include any new information on fire and flood hazards, as well as climate adaptation and resiliency strategies. In accordance with SB 99 and AB 747, the updated Safety Element will also include evacuation routes and their capacity, safety, and viability under a range of emergency scenarios and to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes.	Update the Safety Element by 2024	HE1.4	Planning Department	General Fund (staff time)	2024
H-H Workforce and Farmworker Housing The City will identify and adopt, as appropriate, incentives for development to address the housing needs of "workforce" and farmworker households, with priority given to projects in lower-density higher income on the western half of the city. As part of this effort, the City will explore the feasibility of adding an above moderate-income workforce housing component to the Inclusionary Housing Ordinance requirements and amend the Ordinance as appropriate.	Identify and adopt, as appropriate, development incentives such as higher density and height allowances, a streamlined design review process, and financial incentives, including fee reductions and waivers and contributions from the City's Housing Trust Fund, to encourage the development of workforce and farmworker housing, including additional incentives for those projects in low-density high-income areas Encourage the development of: · 10 units identified for workforce or farmworker housing during the planning period · 2 workforce housing developments in low-density high-income areas Address the lack of affordable housing types in the city Address the lack of farmworker housing in the city	HE1.4	Planning Department	General Fund (staff time)	By 2025

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-I ADU Workforce Housing Incentive Program The City will implement a program to provide financial assistance for the development of accessory dwelling units in exchange for affordability restrictions that will provide workforce housing. Potential funding sources include, but are not limited to, Housing Trust Funds and Transient Occupancy Tax revenues. To encourage housing mobility and housing choice, the City shall provide marketing of the ADU Workforce Housing Program (and financial incentives) targeted at low-density areas of the city, with particular emphasis on the western half of the city where fair housing issues and existing affordable units are less concentrated. As part of this effort, the City shall hold up to two multi-lingual engagement events.	Establish an ADU Workforce Housing incentive program Market financial incentives to residents in LR and MR zones, particularly on the western portion of the City in combination with Programs H-Q and H-R, encourage the development of: · 80 accessory dwelling units, targeting 60 on the western portion of the city · 20 ADUs with affordability restrictions during the planning period, including 15 within the western portion of the city. · 15 ADUs near downtown Address the lack of affordable housing types in the city Address the lack of farmworker housing in the city	HE1.4	Planning Department	Housing Trust Funds Transient Occupancy Tax State and Federal workforce housing programs State and Federal grant funding	Establish program: by 2025 Provide marketing and engagement events: 2025

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-J Non-traditional Housing Types The City will encourage development of co-housing, ecohousing, a 'green' manufactured home, and other forms of housing, and will ensure these housing types are considered in the city's streamlined approval process. The City will evaluate and update, as appropriate, current zoning practices to remove constraints to non-traditional housing types. The City will also amend the zoning code to provide objective standards for residential development that work for a variety of housing types, including non-traditional housing types.	Evaluate current zoning practices to identify constraints to non-traditional housing types by 2025 Amend the zoning code to remove constraints and provide objective design standards by 2026 Encourage the development of: · 10 missing middle units on infill parcels or in areas within the western portion of the city, consistent with AFFH. · 4 non-traditional housing units during the planning period. Address the lack of affordable housing types in the city	HE1.5	Planning Department	General Fund (staff time)	Encourage non-traditional housing types: throughout the planning period Evaluate zoning: by 2025 Amend zoning: by 2026
H-K Non-Vacant Sites The City shall adopt a policy(ies) to incentivize new or more intense development on sites included in the sites inventory as lower-income capacity, including sites 7, 9, and 11 (for sites 1 and 2, see Program H-L). Incentives may include, but are not limited to, reducing development standards, providing flexible parking standards, priority processing, or deferred fees. The City shall engage property owners within six months of adoption to discuss constraints and potential incentives.	Adopt policies that Incentivize the development of new or more intense uses on non-vacant sites identified as lower-income capacity to meet the RHNA. Encourage the construction of 42 new lower-income units on sites 7, 9, and 11, including 32 on the western portion of the city	HE 1.1 HE 1.2 HE 1.3	Planning Department	General Fund (staff time)	Engage property owners: within six months of adoption Adopt incentives: 2024

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-L City-owned Sites The City will maintain compliance with the Surplus Land Act throughout the 2023-2031 Housing Element planning period. The City will assess the appropriateness of and consider implementing the following: outreach opportunities with housing developers, requests for proposals, development incentives, fee waivers, priority processing, and financial assistance (when available) to facilitate and incentivize developers to develop housing units on City-owned sites. The City plans to make 3 properties available through the Surplus Land Act process over the next two years for a potential development of 57 lower-income units. The City shall conduct studies of City owned sites included in the sites inventor to determine the most efficient use for housing. These include sites 1, 2, and 3. Through this process, the City shall engage local affordable housing developers to determine site constraints and potential policies to meaningfully incentivize affordable housing development on these sites. The City shall proceed with the findings for housing development by 2026. The City anticipates two-and-a-half years to enter into an Exclusive Negotiation Agreement (Fall 2026), and one-and-a-half additional years for land use entitlements and development agreements (Spring 2028). City owned sites included in the inventory (sites 1-3) shall be rezoned incompliance with Govt. Code Section 65583.2(h) and (i) within one year of the adoption deadline (by January 31, 2024).	Engage local affordable housing developers immediately Study city owned sites to determine the most efficient use for affordable housing development within the first year following adoption By 2026, implement an action plan to sell, or release an RFP to develop, City owned land for affordable housing development based on the findings of the conducted studies. Through the action plan, establish and implement a variety of incentives to facilitation housing development. Maintain compliance with the Surplus Land Act throughout the 2023-2031 Housing Element Planning Period Make properties available through the Surplus Land Act process Target Exclusive Negotiating Agreement by Fall 2026 Target land use entitlements issuance by Spring 2028 Encourage the development of 57 lower-income units in the northeast quadrant of the city near transit opportunities, and where fair housing issues are less concentrated, and walkability and environmental scores are more positive	HE 1.1 HE 1.2 HE 1.3	Planning Department	General Fund (staff time)	Engage developers: immediately upon adoption Conduct studies: by July 2025 Implement action plan and incentives for City owned sites: by 2026 Rezone sites: by Jan. 31, 2026

Goal 2 High-Quality Neighborhoods with a Balance of Housing Types

To plan for a balance of housing types throughout the community. [Existing Goal, modified]

Policies

HE 2.1 Encourage higher density development.

HE 2.2 Promote higher density development opportunities in low density, high resource areas.

HE 2.3 Promote mixed-use developments.

HE 2.4 Promote accessory dwelling unit (ADU) production.

HE 2.5 Allow duplexes to the extent required by State law in all single-family residential zones consistent with SB 9.

HE 2.6 Promote the development of missing middle housing with an area median income target of 120 percent (moderate income).

HE 2.7 Promote a balance of housing types and unit sizes throughout the community.

Implementation Programs

Implementation programs for this goal have been included in a table beginning on the following page.

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timing
H-M Incentives for Lower-Cost Housing Types The City will continue to provide incentives for higher density housing and will explore possible incentives for building attached market rate housing units for rent and for sale. Incentives may include, but are not restricted to, fast tracking development applications, deferred development fees, reduced parking and/or other city standards, and density bonuses.	Encourage the development of 20 lower income units during the planning period Study potential incentives for attached market rate units by 2027 Address the lack of affordable housing types in the city	HE2.1	Planning Department	General Fund (staff time)	Throughout the planning period Attached market-rate housing study by 2027

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Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timing
H-N Zoning to Facilitate Higher Density Housing The City will modify the Zoning Code to facilitate higher density housing, consistent with the 2040 General Plan Update and Housing Sites Analysis, and discourage the construction of oversize homes, particularly within the western portion of the city, consistent with AFFH. The City shall revise maximum lot coverage to 55 percent and maximum height to 42 feet in the HR zone and on key housing sites in the MR zone (see Section 17.40.020(N)). The City shall revise the zoning code to allow minor modifications of up to 10 percent increase in lot coverage standards and 5 percent (or two feet, whichever is greater) in maximum height. Minor modifications shall be approved by the Community Development Director without a public hearing. The City shall reduce parking requirements for multifamily uses with three or more units to require one parking space for studio or one-bedroom units. The City shall revise Section 17.40.020 to allow duplexes and triplexes and densities of 5.1 to 16 dwelling units per acres in the MR zone without a conditional use permit.	Modify the development standards within the Zoning Ordinance to encourage higher density developments by 2026, with a goal of encouraging the development of 30 multifamily units in the HR zone and on key housing sites in the MR zone, as well as through the development of duplexes and triplexes in the MR zone during the planning period Develop land use patterns that work to overcome geographic concentrations of lower-and moderate-income earning populations Address the lack of affordable housing types in the city	HE2.1 HE2.2	Planning Department	General Fund (staff time)	By 2026

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timing
H-O Exemptions from Minimum Density The City will amend zoning regulations to prohibit exemptions from minimum density requirements.	Prohibit exemptions from minimum density requirements Encourage development patterns that work to overcome geographic concentrations of lower-and moderate-income earning populations	HE2.1 HE2.2	Planning Department	General Fund (staff time)	By 2026
H-P Mixed-use Development Types The City will amend the Zoning Code to create and implement the development criteria set for mixed use development within St Helena.	Amend the Zoning Ordinance to create and implement the development criteria set for mixed use development by 2026 Encourage the development of 20 housing units in mixed-use projects during the planning period Explore and adopt, as appropriate, development incentives such as higher density and height allowances, a streamlined design review process, and financial incentives, including fee reductions and waivers and contributions from the City's Housing Trust Fund, to encourage employers to provide on-site employee housing Address the lack of affordable housing types in the city	HE2.3	Planning Department	General Fund (staff time)	By 2026

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timing
H-Q Direct Assistance for ADU Development The City will continue to provide financial incentives, such as fee waivers and pre-approved plans, for ADU development. The City will also explore additional options such as covering the cost of a feasibility consult or the license fee for pre-approved plans, or capping total fees. The City will work with Napa Sonoma ADU to provide public information regarding ADUs on the City website, including a guide for homeowners explaining the benefits and procedures for adding an ADU and links to resources, including the ADU Feasibility Calculator, Home Match Program, and Standard ADU Plans Program.	Provide direct financial incentives to 10 ADU projects in the planning period Explore additional financial incentives by 2025 Provide informational materials and technical assistance regarding the development of ADUs to 30 households in low-density western portions of the city within the planning period Address the lack of affordable housing types in the city	HE2.4	Planning Department	Housing Trust Fund General Fund (staff time)	Explore additional incentives: by 2025 Provide information al materials: by 2025 Engage Napa Sonoma ADU: annually

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timing
H-R Place-based ADU Strategy The City will target specific areas for ADU incentives and will create incentives to construct ADUs in the low- and medium-density areas near downtown as well as in low-density higher-income areas of the city, particularly on the western portion of the city. Potential incentives include, but are not restricted to, fast tracking development applications, deferred development fees, and reduced parking and/or other city standards.	Establish place-based ADU strategies and incentives by 2026 In combination with Program H-I and H-Q, the development of: · 80 accessory dwelling units, targeting 60 on the western portion of the city · 20 ADUs with affordability restrictions during the planning period, including 15 within the western portion of the city. · 15 ADUs near downtown Proactively work to overcome concentrations of lower- and moderate-income earning households Proactively work to relieve displacement pressures on multifamily zones	HE2.2 HE2.4	Planning Department	General Fund (staff time)	Establish program: by 2026
H-S Affordability Requirements for ADU Incentives The City will link financial incentives and development standard variances to affordability requirements for ADUs. Whenever the City assists in the development of an ADU through financial incentives or by granting a variance, the City will require that either the main house or the ADU is used as a rental unit affordable to lower- and moderate-income households for a minimum of five years through an affordable housing regulatory agreement with the City.	Update the zoning ordinance to include affordability requirements for ADU projects receiving financial or regulatory incentives by 2026 Incentivize the development of: · 12 very low-income units · 14 low-income units · 6 moderate income units	HE2.4	Planning Department	Housing Trust Fund General Fund (staff time)	By 2026

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timing
H-T Illegal Housing Units The City will continue to respond to complaints regarding illegal units. Additionally, the City will work with the property owners to help bring illegal units up to code and to abate the use of non-habitable buildings as living units.	Respond to complaints regarding illegal units Provide technical support to assist all lower income units to be brought up to code in the planning period Provide financial support to assist five lower income units in the southeast quadrant of the City to be brought up to code within the planning period	HE2.4	Planning and Building Department	General Fund (staff time) Housing Trust Fund	Throughout the planning period
H-U Place-based Density Increases The City will revise the Zoning Code to allow urban lot splits, duplexes, and other two-unit projects in single-family residential zones in accordance with Senate Bill 9. The City will also adopt incentives, which may include fee reductions, deferrals, or waivers; flexible development standards; priority processing, or allowing triplexes on single-family lots if one unit ensures affordability to lower- or moderate-income renters by deed restriction. The City shall publicize informational materials outlining policies and incentives on the City website and through mailing lists and social media outlets.	Adopt incentives for small multi-unit SB 9 projects in single-family zones by 2024, with a goal of incentivizing the development of 10 SB 9 projects in the planning period Publicize informational materials by 2024; update within 30-days of changes Revise the Zoning Code by 2026 Proactively work to overcome concentrations of lower- and moderate-income populations Proactively work to relieve displacement pressures in multifamily zones	HE2.2 HE2.5	Planning Department	General Fund (staff time)	Allow duplexes: by 2024 Adopt incentives: by 2024
H-V Multi-unit Development in Low-density Higher-income Areas The City will encourage the development of affordable housing on in-fill parcels and in low-density areas in the western portion of the city, in line with the City's commitment to affirmatively further fair housing. As part of this effort, the City will explore and adopt, revisions to development standard to encourage multi-unit developments within existing neighborhoods throughout the city.	Post an inventory of potential housing sites on the City's web site immediately following adoption of the Housing Element Explore revisions to development standards to encourage multi-unit infill development (as part of comprehensive zoning code update) by 2026	HE2.2, HE2.6	Planning Department City Council	General Fund (staff time)	Housing sites posted to website in 2023 Standards update: 2026 Explore potential

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timing
The City will also explore additional incentives to encourage affordable multi-unit projects in high resource areas, including, but not limited to priority permit processing, reduced or waived development fees, reduced parking and/or other city standards, and an additional density bonus.	Facilitate the development of three multi-unit lower-income housing projects on City-owned properties in the planning period Facilitate the development of five lower- or moderate-income infill projects in the planning period Address disproportionate housing needs in infill areas, including overpayment, overcrowding, and displacement risk by increasing housing opportunities; facilitate seven SB9 lot splits to increase housing opportunities in single family neighborhoods in the planning period, with a goal of facilitating development of five lower-income units on these properties Explore additional incentives for affordable multi-unit projects in low-density areas on the western portion of the city by 2026 Encourage the development of eight lower- and eight moderate income multi-family units in high resource areas or on infill parcels within the planning period Proactively work to overcome concentrations of lower- and moderate-income households on the eastern portion of the city Address the lack of affordable housing types in the city				addition incentives: by 2026

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timing
H-W Missing Middle Housing The City will review and amend the zoning code and applicable development standards to encourage and promote a mix of dwelling types and sizes, specifically missing middle-density housing types (e.g., triplexes, courtyard buildings, townhomes, live/work) to create a diversity of housing types and densities and increase the availability of affordable housing to reduce displacement risk for residents overpaying for housing. Specifically, the City will add a new mixed use zone, consistent with the 2040 General Plan Update, and will evaluate and revise minimum lot sizes and parking ratios, particularly in high resource, low-density areas.	Revise zoning standards to encourage missing middle housing by 2026 To enhance housing mobility and housing choice, encourage the development of a variety of missing middle housing types in infill projects; support the development of three missing middle housing developments between three and 20 units To enhance housing mobility, encourage the development of 15 lower- and 15 moderate-income units in low-density high-income areas	HE2.2 HE2.6 HE2.7	Planning Department	General Fund (staff time)	Revise Zoning Code: by 2026

Goal 3 Conservation of Existing Housing

Improve and conserve existing housing, with particular attention to the rehabilitation and retention of existing affordable units. [Existing Goal]

Policies

HE 3.1 Protect the existing stock of affordable and market rate housing.

HE 3.2 Support the conservation of existing housing units for those with special housing needs, including seniors and others with special housing needs.

HE 3.3 Monitor housing conditions.

Implementation Programs

Implementation programs for this goal have been included in a table beginning on the following page.

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-X Condominium Conversion The City will continue to restrict the conversion of rental units to condominiums. Current policy allows conversion to condominiums under certain circumstances when the vacancy rate is high. Because the presence of second homes within the community results in an inflated vacancy rate, the City will update the current policy to eliminate the linkage to vacancy rates. To work to reduce displacement pressures in lower-resourced areas, the revised policy will completely restrict all conversions in the southeastern portion of the city.	Preserve existing affordable housing stock Update current policy to remove linkage to vacancy rates Completely restrict condominium conversion in the southeastern quadrant of the City Address the lack of affordable housing types in the city	HE3.1	Planning Department	General Fund (staff time)	Update policy by 2026
H-Y Affordable Housing Impact Fee The City will continue to charge an affordable housing impact fee whenever housing units are converted to other uses. The City will exempt conversion projects that create affordable for-sale housing from this impact fee. Collected affordable housing impact fees will be used for the preservation and development of housing opportunities affordable to lower- and moderate-income households, and will give priority to projects in the southeastern portion of the city where fair housing issues, and displacement risks exist in greater concentrations.	Evaluate the impact fee against the real cost of affordable housing development every two years Discourage the conversion of residential uses to nonresidential uses Using funds generated through the Affordable Housing Impact fee, provide financial assistance to support the development or preservation of 70 lower-income units in the southeast quadrant, including, but not limited to, units on sites 5, 7, and 8 Address the lack of affordable housing types in the city by working to retain existing units or generating funding for future affordable units	HE3.1	Planning Department	General Fund (staff time)	Throughout the planning period Evaluate impact fee: every two years

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-Z At-Risk Assisted Affordable Housing Units Although there are no assisted affordable rental units currently at-risk of conversion to market rate in St. Helena, the City with the assistance of the Napa Housing Authority, shall continue to monitor assisted properties. If units are identified as at-risk of conversion, the City will work with the property owners and/or other parties to ensure that they are conserved as affordable housing. The City will also engage with owners of deed-restricted moderate-income for-sale units (Marietta Townhomes and Voorhees Circle) at-risk of conversion to market rate within the planning period. The City will work with owners to find solutions to extend affordability requirements.	Unless consistent with the terms of an affordable housing agreement with the City of St. Helena, prohibit the conversion of assisted affordable units to market rate Retain all assisted affordable units during the planning period Immediately (by 2024) engage homeowners with expiring deed-restrictions	HE3.1	Planning Department	General Fund (staff time)	Engage at-risk property owners: immediately, and twice annually thereafter
H-AA Vacation Rentals The City will continue to limit the conversion of market rate housing to vacation rentals and will abate the use of illegal vacation rentals, including time shares and fractional interests. To preserve existing affordable housing and reduce displacement pressures, the City shall adopt a policy restricting conversion of units occupied by lower- and moderate- income households in the southeast quadrant of the city to vacation rentals.	Maintain the current stock of market rate housing Restrict the conversion of housing units to vacation rentals occupied by lower- and moderate-income households in the southeast quadrant of the city where fair housing issues exist in greater concentrations Discourage the conversion of market rate housing units to vacation rentals, particularly in low-density higher-resourced areas Address the lack of affordable housing types in the city	HE3.1	Planning Department	General Fund (staff time)	Throughout the planning period

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-BB Special Housing Needs Rehabilitation Program The City shall actively pursue federal and State funding sources, including CDBG, Affordable Housing and Sustainable Communities (AHSC), Permanent Local Housing Allocation (PLHA), CalHome funds, HOME, and other grant sources to establish a program to support the rehabilitation needs of seniors and others with special housing needs, particularly on the southeastern quadrant of the city where affordable units are generally concentrated and displacement risks are increased.	Pursue funding to assist with rehabilitation costs for lower income households and seniors, with a goal of securing $200,000 in funding during the planning period, including $100,000 for projects in the southeastern quadrant of the city During the Planning Period, encourage the rehabilitation/conservation of: · 20 units accessible to seniors · 10 units accessible to persons with a disability	HE3.2	Planning and Finance Departments	CDBG, AHSC, PLHA, CalHome, HOME	Annually and as notices of funding availability are released.
H-CC Annual Progress Report The City will continue to review housing needs, conditions, achievements and challenges as part of the City's regular General Plan review and Annual Housing Element Progress Report, as required by State law.	Submit the Annual Progress Report to the State Department of Housing and Community Development and the Governor's Office of Planning and Research by April 1st of each year Provide transparency on housing-related actions and programs	HE3.3 HE4.6	Planning Department	General Fund (staff time)	Annually

Goal 4 Assistance to Support Affordable Housing

To provide technical and financial resources to support development of affordable housing in our community, especially housing that meets the needs of our local workforce, people with special housing needs, and people with moderate, low, and very low incomes.

Policies

HE 4.1 Develop permanent local sources of funding to support affordable housing.

HE 4.2 Aggressively pursue and 'leverage' State and Federal housing funds.

HE 4.3 Address farmworker housing needs.

HE 4.4 Support housing that meets special needs, including senior citizens and persons with disabilities.

HE 4.5 Explore methods to increase Housing Trust Fund money.

HE 4.6 Provide transparency regarding information on housing-related actions, fees, and programs.

HE 4.7 Provide local preference in the procurement process when municipal funds may be used for housing.

HE 4.8 Give preference to projects providing workforce housing affordable to up to 140 percent of the AMI.

Implementation Programs

Implementation programs for this goal have been included in a table beginning on the following page.

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-DD Revenue Generation for Affordable Housing The City will continue to generate revenues for affordable housing through the Affordable Housing Trust Fund and Transient Occupancy Tax and will continue to use the revenue to support the development or rehabilitation of affordable housing.	Support the development or preservation of five extremely low- or very low-income units Address the lack of affordable housing types in the city	HE4.1 HE4.5	Planning Department	General Fund (staff time) Housing Trust Fund Transient Occupancy Tax	Throughout the planning period
H-EE Reduced Fees for Affordable Housing The City will continue to reduce, defer, or waive fees for affordable housing developments and will explore and adopt as appropriate higher incentives for affordable housing developments with units affordable to extremely low- and very low-income households.	Reduce fees for 30 extremely-low or very low-income units Address the lack of affordable housing types in the city	HE4.1	Planning Department	General Fund Housing Trust Fund	Evaluate and adopt, as appropriate, potential additional incentives: by 2026
H-FF Extremely Low-Income Units The City will continue to prioritize the use of the Affordable Housing Trust Fund in support of the development and preservation of regulated affordable units for extremely low-income households. The City will immediately engage with developers interested in creating or preserving housing for extremely low-income households to discuss available incentives and any financial or technical assistance the City can provide.	Support the development or preservation of six units for extremely low-income households Address the lack of affordable housing types in the city	HE4.1	Planning Department	Housing Trust Fund	Engage prospective developers: immediately upon identification

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-GG Affordable Homeownership The City will continue to pursue mortgage revenue bonds and/or mortgage credit certificates to promote affordable homeownership opportunities for moderate- and lower-income households. The City shall evaluate these opportunities and engage with potential partnering jurisdictions or institutions annually. The City shall also engage with local mortgage brokers and real estate agents to identify existing programs providing downpayment loans or direct assistance to first-time homebuyers and shall make this information available on the city's website, as well as through up to two multi-lingual engagement events targeting the southeastern quadrant of the city.	Research and identify potential funding sources in 2024 and annually thereafter with the goal of establishing a homeownership assistance program in 2026 Collect and publicize information on existing programs available to first-time and lower-income prospective homeowners through State, Federal, or non-profit agencies within 18 months of adoption of the Housing Element; hold up to two multi-lingual events in the southeastern portion of the City by 2026 Assist three lower- or moderate-income households transition from rental housing to homeownership Address the lack of affordable housing types in the city	HE4.2	Planning and Finance Departments	General Fund (staff time)	Annually Identify funding for City led program: in 2024 and annually thereafter Collect and publicize information on existing programs: within 18 months of adoption Targeted engagement events: by 2026
H-HH Additional Funding The City will continue to pursue additional funding for affordable housing and will explore new options for affordable housing funding.	Explore new funding sources every two years to support housing for lower- and moderate-income households, seniors, and residents with special housing needs Address the lack of affordable housing types in the city	HE4.1	Planning and Finance Departments	General Fund (staff time)	Explore new opportunities: every two years

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-II Section 8 Subsidies The City will continue to partner with the City of Napa Housing Authority to provide rental assistance to low-, very low-, and extremely low-income households through Housing Choice Voucher (Section 8) rent subsidy certificates.	Support the City of Napa Housing Authority rental assistance efforts; engage the Housing Authority annually to explore opportunities Provide informational materials regarding Housing Choice Voucher subsidies on the City website by 2024 Address the lack of affordable housing types in the city	HE4.2	Planning Department	General Fund (staff time)	Engage the Housing Authority: annually Informational materials: by 2024
H-JJ Housing Coordinator While the City currently contracts with the City of Napa for Housing Authority services, the City will explore the possibility of establishing a full-time, shared Housing Coordinator for the up-valley communities to: promote development of new affordable housing in low-density higher-resourced areas, assist lower-income households obtain housing in higher resourced areas, and preserve existing affordable units. The City shall enter into a cost-sharing agreement, if feasible. The position would serve all of the up-valley communities, including Napa County.	Meet with potential partner jurisdictions a minimum of two times during the planning period to explore options Identify and procure funds to establish a shared Housing Coordinator for the up-valley communities to promote affordable development in low-density higher resourced areas, assist lower-income households obtain housing in higher-resourced areas, and preserve existing lower- and moderate-income units	HE4.2	City Manager Planning Department	General Fund (staff time) CDBG, AHSC, PLHA), CalHome, HOME, and other grant sources	Engage potential partners: by 2026 Identify potential funding: by 2026

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-KK Farmworker Housing Needs The City will contribute staff time and City resources, as appropriate, to countywide farmworker housing efforts that may occur during the Housing Element planning period. The City will reach out to affordable housing developers to support regional and City efforts to develop farmworker housing, including assisting with financing or applications, incentives and concessions, expedited review or other strategies to encourage the development of housing for farmworkers.	Support local and regional efforts to develop farmworker housing Assist in the development of one farmworker housing project during the planning period Address the lack of farmworker housing in the city	HE4.3	Planning Department	General Fund (staff time) Housing Trust Fund	Outreach to affordable housing developers by 2024 and every two years thereafter
H-LL Special Needs Housing Opportunities The City will encourage new developments to provide a portion of units to meet the special housing needs of seniors and persons with disabilities, including developmental disabilities, throughout the city. The City will provide information on available incentives on the City website and shall immediately engage individuals or agencies interested in special needs production to discuss opportunities and constraints specific to the parcel(s) being considered.	During the Planning Period, encourage the development of: · 10 units accessible to seniors · 5 units accessible to persons with disabilities Address the lack of affordable housing types throughout the city	HE4.4	Planning Department	General Fund (staff time)	Information to website: by 2025 Engage potential developers: immediately upon identification

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-MM Housing Information Transparency The City will, in accordance with AB 1483 (2019), obtain, maintain, update, and make publicly available information related to zoning ordinances, development standards, fees, exactions, affordability requirements, and fair housing laws from the Department of Housing and Community Development, State Fair Employment, and Housing Commission's enforcement program, as well as programs and funding sources for homeowners at risk of foreclosure, the State Historic Building Code, and information on energy conservation opportunities. The City will, as appropriate, share this information on the City website and/or in hard copy form at City offices. Any changes to such information shall be made public within 30 days of changes. The City will provide these items in Spanish, as funding and staff time allows.	Create and share a digital information database in compliance with AB 1483 by 2024 Updated information is made publicly available within 30 days of changes Provide information in Spanish, as funding allows	HE4.6	Planning Department	General Fund (staff time)	Database: By 2024 and annually thereafter Update information: within 30-days of any changes
H-NN Funding for New Special Housing Needs The City shall actively pursue federal and State funding sources, including CDBG, Affordable Housing and Sustainable Communities (AHSC), Permanent Local Housing Allocation (PLHA), CalHome funds, HOME, and other grant sources to support the construction of housing for seniors and those with special housing needs. The City shall periodically review available housing programs to identify additional funding sources.	Pursue funding to assist with construction and rehabilitation needs of lower income households and seniors During the Planning Period, encourage the development of: · 20 units accessible to seniors · 10 units accessible to persons with disabilities	HE3.1 HE 4.1 HE4.2 HE4.4	Planning and Finance Departments	CDBG, AHSC, PLHA, CalHome, HOME	Annually and as notices of funding availability are release.

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-OO Unit Conversion for Extremely Low-Income Households The City will continue to explore the potential of using Affordable Housing Trust Fund money to purchase existing housing for conversion to restricted affordable housing and will commit funding as appropriate. Priority for use of Affordable Housing Trust Fund monies will be given to the creation of housing affordable to extremely-low-income households, particularly within the western portion of the city, consistent with the commitment to overcome geographic income disparities.	Identify potential funding Engage with owners of local market rate multifamily units to discuss opportunities, if funding allows Assist in the conversion of two units from market rate to extremely low-income during the planning period Proactively work to overcome concentrations of lower- and moderate-income populations Address the lack of affordable housing types in the city	HE4.1	Planning Department	Housing Trust Fund General Fund (staff time)	Identify potential funding: annually Engage owners: immediately as funding and potential properties are identified
H-PP Surplus and Excess Public Land The City will, in accordance with AB 1486 (2019) and AB 1255 (2019), annually identify and inventory a list of sites owned by the City that have been sold, leased, or otherwise disposed of in the prior year. This inventory shall be publicly available and be included in the Housing Element annual report presented to the City Council and submitted to HCD.	Regularly maintain an inventory of publicly-owned surplus or excess land on the City website Annually release information regarding publicly-owned sites that have been sold, leased, or disposed of	HE4.6	Planning Department	General Fund (staff time)	2023, with annual updates

Goal 5 Resource Conservation

To promote resource conservation by encouraging housing types and designs that use fewer resources (water, electricity, etc.) and therefore cost less to operate over time, supporting long-term housing affordability.

Policies

HE 5.1 Encourage alternative energy sources.

HE 5.2 Encourage energy and resource conservation.

Implementation Programs

Implementation programs for this goal have been included in a table beginning on the following page.

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-QQ Green Building Ordinance The City shall update the Green Building Ordinance, as necessary, to meet or exceed periodic updates to the State's Green Building Standards Code (CalGreen).	Ensure compliance with CalGreen throughout the planning period	HE5.1	Planning and Building Department	General Fund (staff time)	Throughout the planning period, as necessary
H-RR Alternative Energy Technologies The City will continue to encourage the use of alternative energy technologies and will explore incentives for the use of solar energy in new and rehabilitated housing. Incentives to adopt as appropriate include, but are not restricted to, ensuring a streamlined review process for applications, allowing applications to be submitted via email and paid by phone, deferred fees, and reduced applicable city standards.	Encourage alternative energy technologies in new and existing developments Explore additional incentives for solar installation	HE5.1	Planning and Building Department	General Fund (staff time)	Explore and adopt incentives, as appropriate: by 2026
H-SS Alternative Energy Technology Information The City will continue to provide public information on energy conservation and alternative energy technologies to residential developers, contractors, and property owners.	Provide information on the City website and at City Hall regarding energy conservation, alternative energy technology options, possible sources of financing, and any applicable information regarding necessary local permits	HE5.1	Planning and Building Department	General Fund (staff time)	2023; updated annually thereafter
H-TT Cost-Effective Energy Conservation The City will continue to require cost-effective energy conservation measures in all new and rehabilitated housing to promote long-term affordability for occupants. The City will adopt the State's new Energy Efficiency Standards as part of any update to the California Building Standards Code and ensure that all new housing units constructed in the City meet or exceed these standards.	Promote long-term affordability Adopt updated State energy efficiency and building code standards, as necessary, throughout the planning period	HE5.2	Planning and Building Department	General Fund (staff time)	Every three years beginning in 2023

Implementation Program	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-UU Energy Conservation Measures The City will continue to participate in AB-811 programs and will explore additional state and federal sources of funding to finance local energy conservation measures. Sources of state and federal funds include, but are not limited to, the California Energy Commission State Energy Program and Energy Efficiency and Conservation Block Grant Program, and the Low-Income Home Energy Assistance Program.	Identify and procure additional funding to support energy conservation measures Provide information on available assistance programs on the City website by 2024 Assist three households, through financial or technical assistance, with the implementation of energy conservation measures	HE5.2	Planning and Finance Departments	General Fund (staff time) State and Federal Grant Funds	Throughout the planning period Explore funding: annually Provide information on assistance programs: by 2024
H-VV Water Conservation The City will continue to apply Municipal Code provisions pertaining to water resources, including requirements for water-efficient landscaping for new residential and commercial construction, as well as implementing the "Water Neutrality" policy for all new development.	Reduce water consumption Require water-efficient landscaping Implement the "Water Neutral" policy Implement the Water Efficient Landscape Ordinance (WELO)	HE5.2	Planning and Public Works Departments	General Fund (staff time)	Throughout the planning period

Goal 6 Affirmatively Furthering Fair Housing

To assure that housing programs maximize opportunity and housing choice throughout the city and proactively work to overcome patterns of economic segregation and discrimination based upon age, sex, race, sexual orientation, religion, familial status, ethnic background, or disability. [Existing Goal, modified]

Policies

HE 6.1 Support equal housing opportunities for all residents of St. Helena.

HE 6.2 Support the fair housing services provider.

HE 6.3 Support regional efforts to affirmatively further fair housing.

HE 6.4 Ensure public investments are equitably distributed throughout the community.

HE 6.5 Consider affirmatively furthering fair housing goals in all housing related decisions.

Implementation Programs

Implementation programs for this goal have been included in a table beginning on the following page.

Implementation Programs	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-WW Affirmatively Furthering Fair Housing The City shall address disparities in housing needs and access to opportunity for all persons regardless race, color, religion, sex, national origin, familial status, disability gender, gender identify, gender expression, sexual orientation, marital status, ancestry, veteran or military status, source of income, and genetic information as protected categories by the California Fair Employment and Housing Act (Part 2.8 [commencing with Section 12900] of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law. The City identified barriers to fair housing through the Affirmatively Furthering Fair Housing Assessment. Actions the City will take to address the identified barriers and foster an inclusive community, include: · Concentrations of Lower- and Moderate-income Earning Populations: H-A, H-B, H-N, H-O, H-R, H-U, H-V, H-W and H-OO. · Insufficient Housing Stock for Farmworkers: H-E, H-H, H-I, and H-KK. · Lack of Affordable Housing Types: H-A, H-B, H-E, H-H, H-I, H-J, H-M, H-N, H-P, H-Q, H-V, H-X, H-AA, H-DD, H-EE, H-FF, H-GG, H-LL, H-NN, and H-OO. · Fair Housing Enforcement and Outreach: H-T, H-II, H-JJ, H-WW, and H-XX. · Limited Resources for Persons with Disabilities: H-BB, H-LL, and H-NN; as well as objectives D, F and G in this program.	A) Work to coordinate annual meetings with jurisdictions and fair housing providers in the county to assist with and participate in promoting fair housing opportunities through pursing potential funding opportunities and joint efforts aimed at educating the community about fair housing issues and resources B) Promote the availability of bi-lingual resources by ensuring that City-provided services and materials are available in Spanish and that information is included regarding the availability of interpretation or translation services C) Facilitate development of multifamily housing on the western portion of the city by providing developers with information on incentives for affordable multifamily development and maintaining a list of available sites (for metrics, see Program H-V) D) Use local permitting and approval processes to ensure all new multifamily construction, as well as ADUs, meet the accessibility requirements of the federal and state fair housing acts; with the goal of facilitating the development of 30 units accessible to seniors and other residents with special housing needs E) Affirmatively recruit a diverse and multi-lingual staff, as positions become available F) Work with Napa Valley Transportation Authority to explore lowering ridership costs for the VineGo paratransit system	HE6.1 HE6.2 HE6.3 HE6.4 HE6.5	City Council City Manager Planning Department	General Fund (staff time)	A: annually C: engage with developers twice within the planning period D: by 2027 F and G: Every two years H: evaluate opportunities annually; complete 3 projects in planning period.

Implementation Programs	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
· Place-based Strategies for Community Preservation and Revitalization and Displacement Protection: H-A, H-I, H-J, H-N, H-Q, H-R, H-U, H-V, H-W, and H-WW. The City has included additional objectives with this program. The City shall monitor progress toward these objectives annually in the Annual Progress Report and shall implement additional measures as necessary.	G) Work with the County of Napa to carry out an ADA self-evaluation and transition plan to remove barriers for persons with disabilities to facilities and programs in Napa County H) Prioritize capital improvement projects for public infrastructure improvements that facilitate affordable housing development in the southeastern quadrant of the city, with a goal of completing three improvement projects related to recreation and parks, public safety, transportation and walkability, or access to educational facilities in the quadrant				
H-XX Fair Housing Provider The City will continue to utilize and support Fair Housing Napa Valley as the City's fair housing service provider, responsible for implementing fair housing programs, receiving complaints, and providing referrals to available resources when necessary. The City will work with the Fair Housing Napa Valley to provide educational materials to educate real estate professionals, property owners and tenants on their rights and responsibilities and the resources available to address fair housing issues.	Provide direct funding to Fair Housing Napa Valley with of goal of providing up to $80,000 over the planning period Support fair housing investigations with a goal of assisting with five investigations of existing affordable developments for rent in the southeast quadrant of the city and fair housing issues are more concentrated and displacement risk is higher Provide multi-lingual informational materials to the public regarding tenant rights, fair housing issues, and resources on the City's website and hold one multi-lingual engagement event to present the information targeting residents in the eastern portion of the city Provide a link to Fair Housing Napa Valley on the City's website	HE6.2	City Manager Planning Department	General Fund	Engage Fair Housing Napa Valley: annually Informational materials to City website: by 2024 Engagement event: 2025

Implementation Programs	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-YY Replacement Unit Program The City will adopt a policy and will require replacement housing units subject to the requirements of Government Code section 65915, subdivision (c)(3) on sites identified in the site inventory when any new development (residential, mixed-use or nonresidential) occurs on a site that is identified in the inventory meeting the following conditions: • currently has residential uses or within the past five years has had residential uses that have been vacated or demolished, and • was subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low or very low-income, or • subject to any other form of rent or price control through a public entity's valid exercise of its police power, or • occupied by low or very low-income households	In order to mitigate the loss of affordable housing units, require new housing developments to replace all affordable housing units lost due to new development	HE3.1 HE6.1	Planning Department	General Fund	Implement: immediately Adopt policy: by January 31, 2024

Implementation Programs	Objectives	Implements What Policies	Who is Responsible	Potential Funding Source	Timeframe
H-ZZ Lot Consolidation To expand opportunities for additional affordable housing, the City will encourage the consolidation of small parcels to accommodate larger-scale and higher density developments that are compatible with existing neighborhoods. The sites inventory includes five parcels equating to 39 lower- and 39 moderate-income RHNA units. These sites were identified based on common ownership and contiguous lots. While all five parcels are within moderate resource areas, two of these parcels (site 9) are located on the western portion of the city, an area with fewer fair housing issues, and adjacent to Spring Street in proximity to high-quality transit opportunities. While these parcels will be processed by-right pursuant to Gov. Code section 65583(c)), the City will also implement other efforts to facilitate and encourage lot consolidation.	Post the sites on the City's website by October 2023 and provide list to interested developers when requested, and review annually for accuracy Develop and implement incentives for lot consolidation by January 2024 such as fee waivers, reduced development fees, expedited permit processing, greater density bonus incentives, and modifications to parking, height, or setback standards Facilitate lot consolidation for high density residential developments by providing appropriate assistance to developers to encourage negotiations between property owners Encourage the development of 39 lower- and 39 moderate income units during the planning period. To increase housing mobility and opportunities in areas where fair housing issues are less concentrated, encourage the development of 15 lower- and 15 moderate-income units on the western portion of the City	HE 1.3 HE 4.6 HE6.1	Planning Department	General Fund Housing Trust Fund	Post sites to website: by Oct. 2023 Implement incentives: by 2024
H-AAA Permit Streamlining Act The City shall amend the Municipal Code to specify who is responsible for making CEQA determinations and within the timeframes of PRC 21080.1 and PRC 21080.2; and determination of when the PSA is triggered per Government Code 65950(a)(5) the Permit Streamlining Act (PSA).	Amend the municipal code for compliance with State law within 18 months of adoption of the Housing Element	HE 1.3 HE 4.6	Planning Department	General Fund (staff time)	Within 18 months of adoption of the 2023-2031 Housing Element

Quantified Objectives

Quantified Objectives by Type

One of the requirements of State law (California Government Code, Section 65583[b]) is that the Housing Element contains quantified objectives for the maintenance, preservation, improvement, and development of housing. State law recognizes that the total housing needs identified by a community may exceed available resources and the community's ability to satisfy this need. Under these circumstances, the quantified objectives need not be identical to the total housing needs, however, the quantified objectives shall establish the number of housing units by income category that can be realistically constructed, rehabilitated, and conserved. The City has established quantifiable objectives in implementation programs throughout the policy document. This section summarizes new construction, conservation, and special needs housing objectives for the 2023-2031 planning period.

New Construction Objectives

Extremely low-income	33 units	166 lower-income units	302 total units
Very low-income	73 units		
Low-income	60 units		
Moderate-income	44 units	136 moderate and above-moderate units	
Above moderate-income	92 units		

Rehabilitation and Conservation Objectives

- Conservation of all existing affordable housing units.
- Conserve 200 manufactured homes at manufactured home parks.
- Rehabilitation of 20 units for seniors and 10 units for persons with a disability

Assistance for Special Needs Households

- 35 units of senior housing
- 18 units for persons with a disability
- 12 units for farmworkers
- Assist in the conversion of two units from market rate to extremely low-income during the planning period.
- Assist three lower- or moderate-income households transition from rental housing to homeownership

Quantified Objectives Summary Table

The City will strive to exceed the following targets for affordable housing development in St. Helena.

	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
New Construction	33	73	60	44	92	302
Rehabilitation	10	10	5	5	0	30
Conservation/Preservation	0	120	100	231	0	451

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Part 2: Needs Assessment

Adopted, May 9, 2023
Revised, July 2023
Certified, September 25, 2023

ST. HELENA
CALIFORNIA
HOUSING ELEMENT
2023 - 2031

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1. Introduction

Since 1969, California Housing Element Law has required that local governments develop plans to accommodate and facilitate housing for current and future residents, at all income levels.

Housing Element Purpose

The purpose of the Housing Element is to establish a comprehensive plan to address housing needs in St. Helena over the eight-year planning period between January 31, 2023, through January 31, 2031. The Housing Element sets the policies surrounding the development, rehabilitation, and preservation of housing units that meet the needs of St. Helena residents.

The Housing Element consists of two parts, the Housing Needs Assessment and a Housing Element Policy Document. The Housing Needs Assessment identifies and analyzes the existing and projected housing needs for St. Helena and also identifies sites for housing development that are adequate to accommodate the City's regional housing needs allocation. The Housing Policy document will state goals, policies, quantified objectives, and implementation programs for the development, rehabilitation, and preservation of housing, based upon the findings of the Housing Needs Assessment and input received through public outreach. Then, throughout the eight-year planning period, St. Helena will implement a set of programs to meet the goals included in the Housing Element Policy Document.

Authority

Housing Elements are required by section 65302(c) of the California Government Code. Housing Elements are one of seven mandatory General Plan Elements. Specific requirements for Housing Elements are set forth beginning at section 65580 of the Government Code, with additional guidance provided by the State Department of Housing and Community Development (HCD). The combination of the Housing Needs Assessment and the Housing Element Policy Document will address all applicable requirements of state law.

Status

The St. Helena City Council adopted the prior Housing Element in 2015 for the planning period ranging from January 31, 2015, through January 31, 2023. Upon review of the adopted Housing Element, HCD sent the City of St. Helena a letter of compliance on May 29, 2015.[1] The 2023-2031 Housing Element Update will plan for St. Helena's housing needs through the 8-year planning period of January 31, 2023, through January 31, 2031. While the City's policies and programs guide housing development during the planning period, the City receives credit for housing units that are built during the Regional Housing Need Assessment (RHNA) projection period, which is June 20, 2022, through December 31, 2030, a period of 8.5 years.[2]

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[1] *California Department of Housing and Community Development. Housing Element Review Letters. http://www.hcd.ca.gov/hpd/hrc/plan/he/he_review_letters/. Accessed on March 11, 2014.*

[2] *California Department of Housing and Community Development. Housing Element Update Schedule. https://www.hcd.ca.gov/community-development/housing-element/docs/6th-web-he-duedate.pdf. Accessed November 2021.*

Consistency with the General Plan

California Government Code Section 65300.5 requires that a general plan be internally consistent, meaning that no conflicts exist among the elements of the plan. Government Code section 65583(c) requires that a housing element describe how consistency has been achieved among the general plan elements. The most important aspect of consistency among general plan elements is that policies and implementation measures do not conflict but support one another to achieve the overall goals and vision of a general plan.

In preparing the 2023-2031 Housing Element, the City reviewed goals and policies in the various elements of the 2040 St. Helena General Plan. With the passage of SB 1035 in 2018, the City will need to update its Safety Element to include any new information on fire hazards, flood hazards, and climate adaptation and resiliency strategies. Program H-G commits the city to updating the Safety Element. Additionally, the City has committed to removing the Growth Management System through Program H-B, and will need to update the Zoning Code for consistency. Consistency with the remaining components of the 2040 General Plan has been achieved through the adoption of complementary policies in each of the elements that support the goals and policies of the other elements.

Changes to State Law

The following items represent substantive changes to State housing law since the City's last Housing Element was adopted and certified. While this is not an exhaustive list, these items are state mandates that must be addressed in the Housing Element.

Affordable Housing Streamlined Approval Process: Senate Bill 35 (2017)

SB 35 requires a streamlined, ministerial review process, or objective design standards, for qualifying multifamily, urban infill projects in jurisdictions that have failed to approve housing projects sufficient to meet their State-mandated RHNA. Among other requirements, to qualify for streamlining under SB 35, a project must incorporate one of two threshold levels of affordable housing: (1) 10 percent of the project units in jurisdictions that have not approved housing projects sufficient to meet their RHNA for above moderate-income housing or have failed to submit an annual progress report as required under state law; or (2) 50 percent of the project units in jurisdictions that have not approved housing projects sufficient to meet their RHNA for below moderate-income housing. Additionally, the Housing Element must describe the City's processing procedures related to SB 35.

The City is not subject to the requirements of SB 35 as it has successfully met its fair share of local housing needs for the fifth cycle, an accomplishment only shared with a small handful of jurisdictions statewide. The City has not adopted a streamlined approval process for multi-family units related to SB 35 or SB 330, however, it has drafted a process to comply with the law which is being codified as a part of the ongoing Zoning Code Update. The process incorporates objective design standards and ministerial review free of discretionary processes. Program H-F commits the City to amending the Zoning Code to provide a by-right streamlined review

process for affordable housing developments meeting state affordability thresholds, in compliance with SB 35 and SB 330.

Additional Housing Element Sites Analysis Requirements: Assembly Bill 879 (2017) and Assembly Bill 1397 (2017)

These bills require additional analysis and justification of the sites included in the sites inventory of the City Housing Element. The Housing Element may only count non-vacant sites included in one previous housing element inventory and vacant sites included in two previous housing elements if the sites are subject to a program that allows affordable housing by right. Additionally, the bills require additional analysis of non-vacant sites and additional analysis of infrastructure capacity, and by place size restrictions on all sites. The Housing Element sites inventory has been prepared in compliance with AB 879 and AB 1397.

Affirmatively Furthering Fair Housing: Assembly Bill 686 (2017)

AB 686 requires the City to administer its housing programs and activities in a manner to affirmatively further fair housing and not take any action that is inconsistent with this obligation. The City must take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. The Housing Element must include an assessment of fair housing practices, an examination of the relationship of available sites to areas of high opportunity, and actions to affirmatively further fair housing. This Housing Element includes Program H-WW addressing fair housing and AFFH directly, and objectives to affirmatively further fair housing in programs throughout the Element. Appendix A: Affirmatively Furthering Fair Housing includes an analysis of fair housing in St, Helena.

No-Net-Loss Zoning: Senate Bill 166 (2017)

SB 166 amended the No-Net-Loss rule to require that the land inventory and site identification programs in the Housing Element include sufficient sites to accommodate the unmet RHNA. When a site identified in the Housing Element as available to accommodate the lower-income portion of the RHNA is actually developed for a higher income group, the City must either (1) identify, and rezone if necessary, an adequate substitute site or (2) demonstrate that the land inventory already contains an adequate substitute site. This Housing Element has been prepared in accordance with the No-Net-Loss rule and identifies sites that can accommodate 241 units in addition to the City's RHNA requirement of 256. Chapter 11 includes a detailed discussion of the sites inventory process.

Safety Element to Address Adaptation and Resiliency: Senate Bill 1035 (2018)

SB 1035 requires the General Plan Safety Element to be reviewed and revised to include any new information on fire hazards, flood hazards, and climate adaptation and resiliency strategies with each revision of the housing element. Program H-G of this Housing Element commits the City to updating the Safety Element within three years of certifying this Housing Element.

By Right Transitional and Permanent Supportive Housing: Assembly Bill 2162 (2018) and Assembly Bill 101 (2019)

AB 2162 requires the City to change its zoning to provide a "by right" process and expedited review for supportive housing. The bill prohibits the City from applying a conditional use permit or other discretionary review to the approval of 100 percent affordable developments that include a percentage of supportive housing units, either 25 percent or 12 units, whichever is greater. The change in the law applies to sites in zones where multifamily and mixed uses are permitted, including in nonresidential zones permitting multifamily use. The City currently permits transitional and supportive housing within all residential, commercial, and mixed-use zones, subject only to the same conditions as residential uses, in compliance with State law.

Additionally, AB 101 requires that a Low Barrier Navigation Center development be a use allowed by right in mixed-use zones and nonresidential zones permitting multifamily uses if it meets specified requirements. The City does not currently comply with this requirement. Program H-F commits the City to update the zoning code to allow low barrier navigation centers by right in areas zoned for mixed use as well as nonresidential zones permitting multifamily uses.

Accessory Dwelling Units: Assembly Bill 2299 (2016), Senate Bill 1069 (2016), Assembly Bill 494 (2017), Senate Bill 229 (2017), Assembly Bill 68 (2019), Assembly Bill 881 (2019), Assembly Bill 587 (2019), Senate Bill 13 (2019), and Assembly Bill 671 (2019)

In recent years, multiple bills have added requirements for local governments related to Accessory Dwelling Unit (ADU) regulation. The 2016 and 2017 updates to State law included changes pertaining to the allowed size of ADUs, permitting ADUs by right in at least some areas of a jurisdiction, and parking requirements related to ADUs. More recent bills reduce the time to review and approve ADU applications to 60 days and remove lot size and replacement parking space requirements. AB 68 allows an ADU and a junior ADU to be built on a single-family lot, if certain conditions are met. The State has also removed owner-occupancy requirements for ADUs, created a tiered fee structure that charges ADUs based on their size and location, and prohibits fees on units of less than 750 square feet. In addition, AB 671 requires the Housing Element to include plans to incentivize and encourage affordable ADU rentals. In 2020, the City adopted updated ADU regulations which streamlined the review process for ADU construction and conversion The St. Helena Zoning Code allows ADUs in all residential zoning districts, however, to achieve compliance with California Government Code Sections 65852.2 and 65852.22, the City must allow ADUs in all zones that allow for residential uses, including the AP Zone, and any mixed-use, and commercial zones. Additionally, several areas of Chapter 17.116.030 need to be revised for compliance with State law. This includes, but is not limited to, the definition of a cooking facility, definition of an efficiency kitchen, allowing both an ADU and JADU for conversions on a lot with an existing or proposed single-family dwelling, separate conveyance of an ADU or JADU, and restricting bedroom count.

The City is currently undertaking a comprehensive zoning code update that will address these compliance issues. Program H-F in this Housing Element commits the City to revising the code for compliance with State law by 2026.

Density Bonus: Assembly Bill 1763 (2019) and AB 2345 (2020)

AB 1763 amended California's density bonus law to authorize significant development incentives to encourage 100 percent affordable housing projects, allowing developments with 100 percent affordable housing units to receive an 80 percent density bonus from the otherwise maximum allowable density on the site. If the project is within half a mile of a major transit stop, a jurisdiction may not apply any density limit to the project. AB 2345 further amended California's density bonus law to allow residential projects with some on-site affordable housing to receive a density bonus of up to 50 percent. Specifically, a residential development is eligible for a 50 percent density bonus if 11 percent of the units are very low-income, 20 percent are low-income units, or 40 percent are moderate-income units. The affordable units must remain affordable for a minimum of 55 years. In addition to the density bonus, qualifying projects will receive four regulatory incentives or concessions, depending on how much of the development includes affordable units. Specifically:

- One incentive or concession for projects that include at least 10 percent of the total units for lower-income households, at least five percent for very low-income households, or at least 10 percent for persons and families of moderate-income in a common interest development.
- Two incentives or concessions for projects that include at least 17 percent of the total units for lower-income households, at least 10 percent for very low-income households, or at least 20 percent for persons and families of moderate-income in a common interest development.
- Three incentives or concessions for projects that include at least 24 percent of the total units for lower-income households, at least 15 percent for very low-income households, or at least 30 percent for persons and families of moderate-income in a common interest development.
- Four incentives or concessions for projects where one hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. For these projects, if it is located within one-half mile of a major transit stop, the applicant also receives a height increase of up to three additional stories (33 feet).

The City of St. Helena currently establishes density bonus provisions for affordable housing in Chapter 17.144 (Affordable Housing). The provisions in that Chapter do not reflect the new maximum density bonus tier framework that was adopted by the State in 2020. Because of this, the City is not currently in compliance and has included Program H-F to commit the City to amend the Zoning Code for compliance with California Government Code Sections 65915 through 65918. The City is currently undertaking a Zoning Code Update. The Draft Zoning Code includes density bonus provisions that comply with State law. The Zoning Code Update is currently scheduled for adoption in summer/fall 2023.

Housing Crisis Act of 2019: Senate Bill 330

SB 330 enacts changes to local development policies, permitting, and processes that will be in effect through January 1, 2025. SB 330 places new criteria on the application requirements and processing times for housing developments; prevents localities from decreasing the housing capacity of any site, such as through downzoning or increasing open space requirements, if such a decrease would preclude the jurisdiction from meeting its RHNA housing targets; prevents localities from establishing non-objective standards; and requires that any proposed demolition of housing units be accompanied by a project that would replace or exceed the total number of units demolished. Additionally, any demolished units that were occupied by lower-income households must be replaced with new units affordable to households with those same income levels. The Housing Element must describe the City's processing procedures related to SB 330. Please see Chapter 8: Nongovernmental and Governmental Constraints for more information.

The City has adopted an SB 330 process and checklist to streamline the design and approval of by-right multi-family units within the community, in compliance with SB 330.

Surplus Land Act Amendments: Assembly Bill 1486 and AB 1255 (2019)

AB 1486 refines the Surplus Land Act to provide clarity and further enforcement to increase the supply of affordable housing. The bill requires the City to include specific information relating to surplus lands in the Housing Element and Housing Element Annual Progress Reports, and to provide a list of sites owned by the county that have been sold, leased, or otherwise disposed of in the prior year. AB 1255 requires the City to create a central inventory of surplus and excess public land each year. The City is required to transmit the inventory to the Department of Housing and Community Development and to provide it to the public upon request. The City has committed to transmitting the required information to HCD each year with their annual report in Program H-CC.

Housing Information Transparency: Assembly Bill 1483 (2019)

AB 1483 requires the City to publicly share information about zoning ordinances, development standards, fees, exactions, surplus public lands, fair housing resources, and affordability requirements. The City is also required to update such information within 30 days of changes. The Housing Element will report on the City's compliance with these requirements. Program H-NN specifically commits the City to providing updated information on a range of housing issues through their website and at City offices.

Emergency and Transitional Housing Act of 2019: Assembly Bill 139 (2019)

AB 139 established new criteria for evaluating the needs of the homeless population. The analysis must assess the capacity to accommodate the most recent homeless point-in-time count by comparing that to the number of shelter beds available on a year-round and seasonal basis, the number of beds that go unused on an average monthly basis, and the percentage of those in emergency shelters that move to permanent housing (see Chapter 7: subsection Persons Experiencing Homelessness). The bill also established new parking standards for emergency shelters. Lastly, the bill requires the Housing Element to include a review of the effectiveness of the

housing element goals, policies, and related actions to meeting the jurisdiction's special housing needs (see Chapter 2: Review of Previous Element).

The City is in compliance with State laws related to emergency shelters, supportive housing, and transitional housing. The City currently permits transitional and supportive housing within all residential, commercial, and mixed-use zones, subject only to the same conditions as residential uses, in compliance with State law. Additionally, emergency shelters are identified as a by-right use in the I and SC zoning districts.

Standardization of Sites Inventory Analysis and Reporting: Senate Bill 6 (2019)

SB 6 requires the City to electronically submit the sites inventory to HCD. The City will submit the final sites inventory to HCD with the adopted Housing Element. Program H-A commits the City to submitting an electronic copy of the inventory to HCD.

Evacuation Routes: Senate Bill 99 and AB 747 (2019)

Two recent bills, AB 747 and SB 99, require the General Plan Safety Element to be updated to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios and to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes. The bill requires these updates to occur with the 2023-2031 Housing Element Update. Program H-G commits the City to updating to the Safety Element as necessary for compliance with SB 99 and AB 747 during the 6th Housing Element cycle.

Public Participation

Section 65583(c)(5) of the Government Code states that "The local government shall make diligent effort to achieve public participation of all the economic segments of the community in the development of the housing element, and the program shall describe this effort." Public participation played a critical role in the formulation and refinement of the County's housing goals and policies.

Housing issues affect the entire community – residents, employers, and the public and private sectors. The public participation requirement of housing element law presents an opportunity to engage constituents in a dialogue – defining problems and creating solutions. The inclusion of community stakeholders in the housing element public participation process helps ensure appropriate housing strategies are more efficiently and effectively evaluated, developed, and implemented. An inadequate public participation process may lead to community conflict or in worse case scenarios, anti- development initiatives, and NIMBYism. Successful public participation is important because a diverse cross section of the population can be engaged in defining the housing problem and in crafting community sensitive solutions. Another benefit of broad participation and true engagement of the public is that when it is time to adopt housing strategies and approve housing developments, a greater portion of the community has been involved and participated in the plan and more frequently will support its implementation. Meaningful participation creates stakeholders in the ultimate outcome of the process.

In response to the need for public participation, City planning staff worked with consultants to develop a robust community engagement program tailored to ensure the community and other stakeholders are engaged in the process and are given ample opportunities to provide input. The key objective of the community engagement program is to maximize opportunities for everyone interested in the Housing Element to participate. The engagement program includes branding, a project website, business cards, newsletters and eblasts, announcements on the City website and social medial, multiple workshops, a Housing Element Focus Group, and Planning Commission and City Council study sessions and hearings. This section summarizes our engagement program.

In an effort to Affirmatively Further Fair Housing (AFFH), the City reached out to a broad range of stakeholders, including not just housing developers and residents, but also to Spanish speakers and those working to address fair housing issues and the lack of affordable housing citywide. Throughout the Update, the Project team asked focus group members, workshop participants, the Planning Commission, and the City Council about fair housing issues in the community. The City has incorporated this feedback into Program H-WW: Affirmatively Further Fair Housing, as well as into a variety of programs throughout the Policy Document.

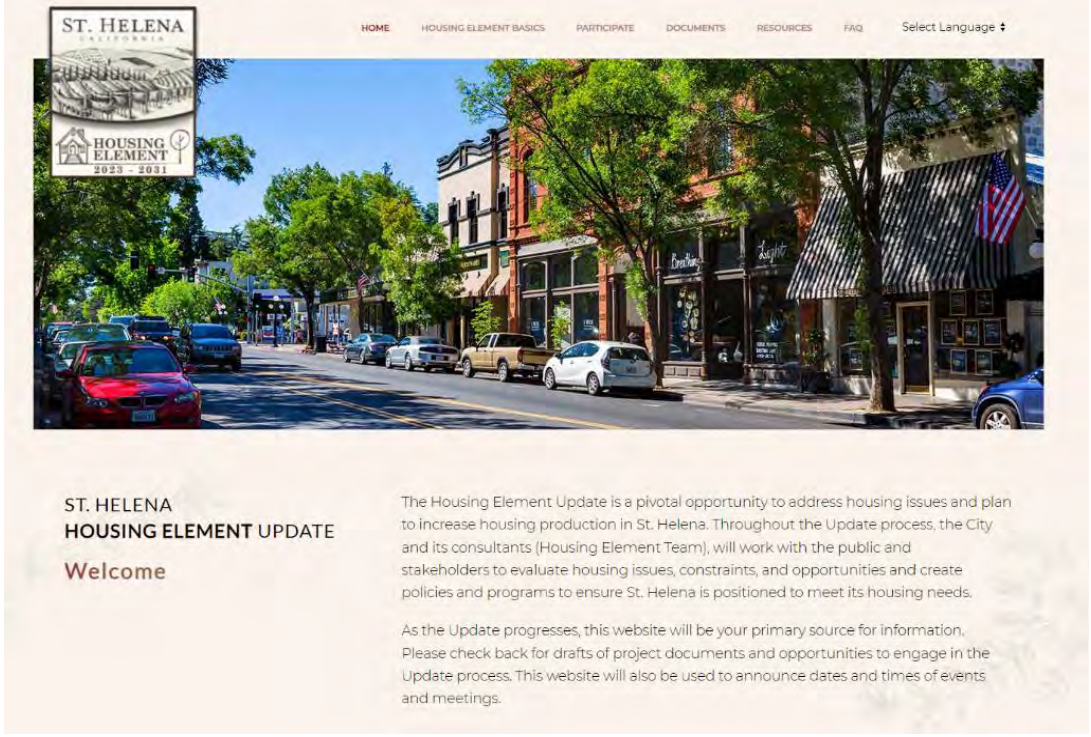
Branding

A branding package was prepared for the project. This included a project logo and style templates for all work products, maps, presentations, and publicity materials. The common branding helps to build recognition for the project and ensure that this effort is distinct in the minds of the community. The logo to the right will be used on all materials developed as part of the Housing Element Update.

Housing Element Website

During the development and review of the Housing Element, the City created and maintained a website dedicated to the 2023-2031 Housing Element Update. This website provided easy access to information on the project, including the Housing Element information/Frequently Asked Questions, the project newsletters, and Zoom meeting info. Project documents were posted to the website and comments were encouraged through the provided "Comments" button on each page. A link on the website allowed residents to sign up for the email list. The website also featured a Google Translate menu allowed readers to translate the website into Spanish. Lastly, an accessibility widget was incorporated into the website allowing readers to adjust text size and spacing, contrast, and a number of other aspects of the website to suit the reader's needs.

https://sthelenahousing.com



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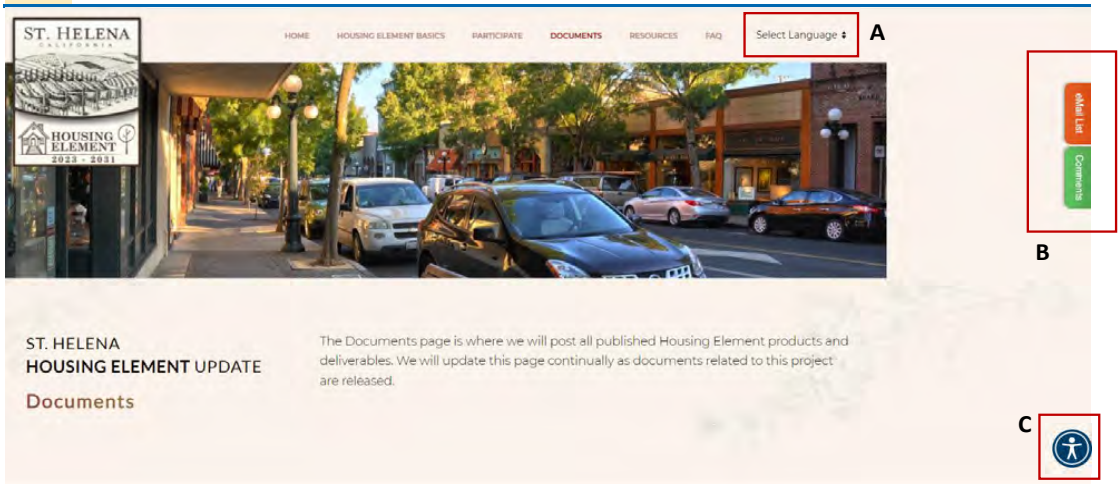


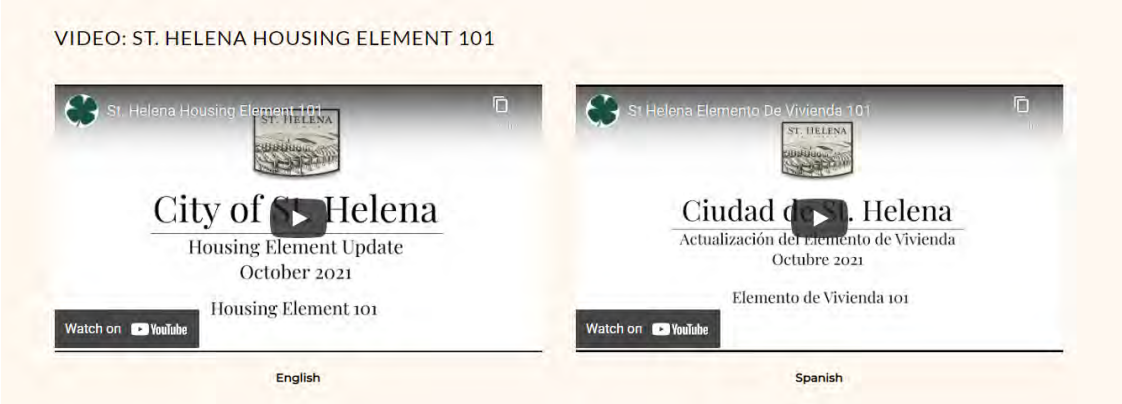
A: Google Translate Tool: This tool allows users to translate the entire website into Spanish.

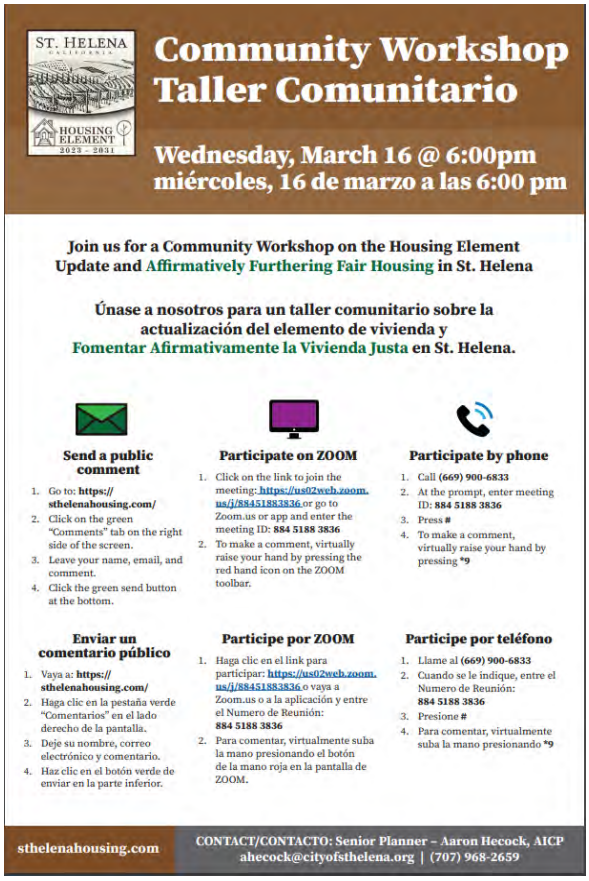
B: Email and Contact Buttons: These buttons allow users to join the project email list or provide a comment to the project Team.

C: Accessibility Widget: This widget allows users to choose visibility options for greater accessibility

https://sthelenahousing.com/basics

The project website features a Housing Element 101 video, presented in English and Spanish.





ST. HELENA CALIFORNIA
HOUSING ELEMENT 2023 - 2031

Community Workshop
Taller Comunitario

Wednesday, March 16 @ 6:00pm
miércoles, 16 de marzo a las 6:00 pm

Join us for a Community Workshop on the Housing Element Update and Affirmatively Furthering Fair Housing in St. Helena

Únase a nosotros para un taller comunitario sobre la actualización del elemento de vivienda y Fomentar Afirmativamente la Vivienda Justa en St. Helena.

Send a public comment

1. Go to: **https://sthelenahousing.com/**
2. Click on the green "Comments" tab on the right side of the screen.
3. Leave your name, email, and comment.
4. Click the green send button at the bottom.

Participate on ZOOM

1. Click on the link to join the meeting: **https://us02web.zoom.us/j/88451883836** or go to Zoom.us or app and enter the meeting ID: **884 5188 3836**
2. To make a comment, virtually raise your hand by pressing the red hand icon on the ZOOM toolbar.

Participate by phone

1. Call **(669) 900-6833**
2. At the prompt, enter meeting ID: **884 5188 3836**
3. Press **#**
4. To make a comment, virtually raise your hand by pressing ***9**

Enviar un comentario público

1. Vaya a: **https://sthelenahousing.com/**
2. Haga clic en la pestaña verde "Comentarios" en el lado derecho de la pantalla.
3. Deje su nombre, correo electrónico y comentario.
4. Haz clic en el botón verde de enviar en la parte inferior.

Participe por ZOOM

1. Haga clic en el link para participar: **https://us02web.zoom.us/j/88451883836** o vaya a Zoom.us o a la aplicación y entre el Numero de Reunión: **884 5188 3836**
2. Para comentar, virtualmente suba la mano presionando el botón de la mano roja en la pantalla de ZOOM.

Participe por teléfono

1. Llame al **(669) 900-6833**
2. Cuando se le indique, entre el Numero de Reunión: **884 5188 3836**
3. Presione **#**
4. Para comentar, virtualmente suba la mano presionando ***9**

sthelenahousing.com

CONTACT/CONTACTO: Senior Planner – Aaron Hecock, AICP
ahecock@cityofsthelena.org | (707) 968-2659

In addition to eblasts and Facebook posts, meetings were announced via the website. Flyers were posted for each event in English and Spanish.

MEETINGS

COMMUNITY WORKSHOPS −

Title	Date	Flyer	Presentation	Agenda	Other Materials	Video
Workshop #3	March 16, 2022 6 pm, via Zoom					
Workshop #2	Janaury 20, 2022 6 pm, via Zoom					
Workshop #1	September 16, 2021 6 pm, via Zoom					

FOCUS GROUPS +

PLANNING COMMISSION +

CITY COUNCIL +

For those unable to attend, event materials, presentations, and videos are posted to the Participate page.

Project Business Cards

To encourage the use of the project website, business cards were made up for the Project. The cards were provided to the City and can be handed out to those looking for additional information on the Housing Element Update. Each card lists the project website address and a QR Code that can direct users to that website.

Newsletters and Email Notifications (eBlasts)

During the Housing Element development, two newsletters will be developed and distributed. The newsletters will be designed to give the community a better understanding of the Update process and the draft Housing Element. Both newsletters will be published in both English and Spanish and made available from the project website.

Newsletter: Housing Element Update Overview

The Housing Element newsletter describes what a housing element is, how and why it is being updated, the project schedule, and how to get involved in the Update process. The newsletter also describes the other components of the project, including General Plan amendments, Safety Element update, and the environmental analysis. The newsletter also included information on community engagement opportunities and the project website.

Email notifications (eblasts) were sent out to announce upcoming events and the release of project-related documents. Email addresses were compiled from those requesting notification from the City and from those signing up on the project website and at project events. As of May 2022, the Housing Element email list has 32 subscribers.

Images of the Housing Element Newsletter and an eBlast are included on the following page.

NEWSLETTER #1: HOUSING ELEMENT OVERVIEW

St. Helena Housing Element Update!

We are excited to announce that in February 2021, the City of St. Helena kicked off the update to the City's Housing Element. The update is scheduled to take approximately two years, and throughout the process, we invite the public to be part of the planning process and provide input on how St. Helena should provide housing over the planning period (2023-2031).

What is a Housing Element?

Since 1969, every jurisdiction in California has been required to have a Housing Element as part of their General Plan. Unlike other mandatory General Plan elements, the Housing Element must be updated every eight years and is subject to review and approval by the California Department of Housing and Community Development (HCD). Major components of the Housing Element include a housing needs assessment, the identification of sites for housing at all income levels, a review of constraints to housing, and updated policies and programs to carry out the goals of the updated element.

The City's current 2014-2022 Housing Element was adopted in 2015 and was part of the 5th Cycle of housing element updates in the State. This update for the 2023-2031 Housing Element is part of the 6th Cycle of housing element updates. Between the 5th and 6th Cycles, the State has passed over a dozen of new housing laws, many of which aim to lower barriers to building affordable housing. These will all be addressed with this update.

Another major addition to the 6th Cycle Housing Element Update is the inclusion of an Affirmatively Furthering Fair Housing analysis. This analysis will examine housing practices in the city to identify any areas that may perpetuate housing inequities in the community. Once identified, the Housing Element will create policies and programs to help work towards more equitable housing practices.

Visit the Project Website to:

- Stay informed
- Find out about upcoming meetings and events
- Sign-up for email updates
- Share your ideas

sthelenahousing.com

Have questions?

City of St. Helena
Aaron Hecock, Senior Planner
ahecock@cityofsthelena.org

BOLETÍN #1: RESUMEN DEL PLAN DE VIVIENDA ELEMENTAL

¡Actualización del Plan de Vivienda Elemental en St. Helena!

Nos complace anunciar que, en febrero de 2021, la Ciudad de St. Helena inició la actualización del Plan de Vivienda Elemental de la Ciudad. La actualización está programada para tomar aproximadamente dos años, y a lo largo del proceso, invitamos al público a ser parte del proceso de planificación y proporcionar información sobre cómo St. Helena debe proporcionar vivienda durante el período de planificación (2023-2031).

¿Qué es el Plan de Vivienda Elemental?

Desde 1969, todas las jurisdicciones de California están obligadas a tener un Elemento de Vivienda como parte de su Plan General. A diferencia de otros elementos obligatorios del Plan General, el Elemento de Vivienda debe actualizarse cada ocho años y está sujeto a revisión y aprobación por el Departamento de Vivienda y Desarrollo Comunitario de California (HCD). Los principales componentes del Elemento de Vivienda incluyen una evaluación de las necesidades de vivienda, la identificación de sitios para vivienda en todos los niveles de ingresos, una revisión de las limitaciones a la vivienda, y políticas y programas actualizados para llevar a cabo los objetivos del elemento actualizado.

El actual Elemento habitacional 2014-2022 de la ciudad fue adoptado en 2015 y formó parte del 5º Ciclo de Actualizaciones de Elementos habitacionales en el Estado. Esta actualización para el Elemento habitacional 2023-2031 forma parte del 6º Ciclo de actualizaciones del Plan de Vivienda Elemental. Entre los ciclos 5 y 6, el Estado ha aprobado más de una docena de nuevas leyes de vivienda, muchas de las cuales tienen como objetivo reducir las barreras a la construcción de viviendas asequibles. Todos ellos se abordarán con esta actualización.

Otras de las principales novedades del Plan de Vivienda Elemental del 6º Ciclo es la inclusión de un análisis afirmativo de vivienda justa. Este análisis examinará las prácticas de vivienda en la ciudad para identificar cualquier área que contribuya a perpetuar las desigualdades de vivienda en la comunidad. Una vez identificado, el Plan de Vivienda Elemental, creará políticas y programas para ayudar a conseguir que el desarrollo de viviendas sea más equitativo.

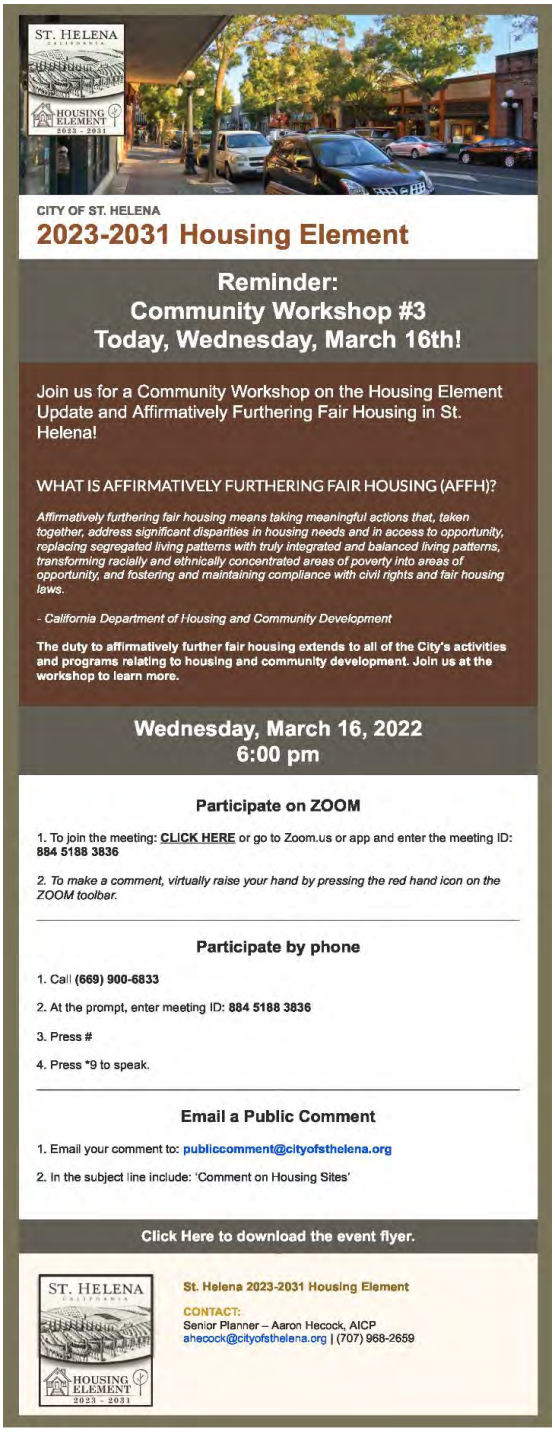
Visite el sitio web del proyecto para:

- Manténgase informado
- Más información sobre las próximas reuniones y eventos
- Registrarse para actualizaciones por correo electrónico
- Comparte tus ideas

sthelenahousing.com

¿Tiene preguntas?

Ciudad de St. Helena
Aaron Hecock, Planificador Principal
ahecock@cityofsthelena.org



CITY OF ST. HELENA

2023-2031 Housing Element

Reminder:
Community Workshop #3
Today, Wednesday, March 16th!

Join us for a Community Workshop on the Housing Element Update and Affirmatively Furthering Fair Housing in St. Helena!

WHAT IS AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)?

Affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

- California Department of Housing and Community Development

The duty to affirmatively further fair housing extends to all of the City's activities and programs relating to housing and community development. Join us at the workshop to learn more.

Wednesday, March 16, 2022
6:00 pm

Participate on ZOOM

1. To join the meeting: **CLICK HERE** or go to Zoom.us or app and enter the meeting ID: **884 5188 3836**

2. To make a comment, virtually raise your hand by pressing the red hand icon on the ZOOM toolbar.

Participate by phone

1. Call **(669) 900-6833**
2. At the prompt, enter meeting ID: **884 5188 3836**
3. Press #
4. Press *9 to speak.

Email a Public Comment

1. Email your comment to: **publiccomment@cityofsthelena.org**
2. In the subject line include: 'Comment on Housing Sites'

Click Here to download the event flyer.

St. Helena 2023-2031 Housing Element

CONTACT:
Senior Planner – Aaron Hecock, AICP
ahecock@cityofsthelena.org | (707) 968-2659

Public Workshops

Throughout the Housing Element Update, City staff worked with the consultant team to hold community workshops at critical points in the process.

Workshop #1: Housing Element Basics

On September 16, 2021, the City held a community workshop to introduce the housing element and discuss housing needs, opportunities, and constraints in St. Helena.

The workshop presentation highlighted engagement efforts and let participants know how they can connect with the Project Team.

During the Workshop, participants were prompted to comment on housing needs, issues, and constraints in the community. Several public comments were received and are documented below. These comments and information provided during this discussion were used to inform and confirm data in the Needs Assessment. Additionally, input related to sites and constraints were considered in the development of the initial sites inventory. Finally, comments related to housing needs helped to inform implementation actions and priorities. The City has included a number of programs to address constraints, incentivize affordable and special needs housing development, and encourage workforce and missing middle housing opportunities.

Comment
Jenny
▪ Shortage of affordable housing compounded by 2020 fires. ▪ Rents have increased but wages haven't kept up. ▪ Many residents are struggling to pay rent. ▪ There is a long waiting list for affordable housing (5 year waiting list) ▪ Smoke Free housing is needed, as 2nd hand smoke is an issue in multifamily housing
Nancy
▪ Demand is such that large-scale developments are needed. ▪ Overcrowding is an issue in the city. ▪ Many St. Helena workers commute into the city because they can't afford to live here.
Joe
▪ Multifamily is challenging as affordability is difficult to make cost effective. Subsidies are required to create housing that is affordable. Financing for these projects is difficult. ▪ Affordable projects move slowly and this increases costs. ▪ Market partners may be able to help solve the housing problem. ▪ What in the zoning code can be changed to help reduce costs? ▪ Development standards such as Density, Parking, Height, and Water Neutrality, as well as fees, can be obstacles to development. ▪ NIMBY opposition and land costs can be constraints. ▪ Sites: feasibility is a problem and owners need to be engaged. ▪ Larger sites are located near the urban limit, but density is needed near city center. Height limits should be reconsidered. ▪ Main Street has commercial/retail vacancies. Potential for housing as mixed use. ▪ 900 Crane is for sale and may be a potential site. ▪ Can we expedite rezones for housing? ▪ Multifamily areas that only allow up to a triplex are a constraint. We need to allow more building forms. ▪ Please clear as many hurdles to development as possible.
Ester
▪ Many properties are small and can't hold larger projects. Lot consolidation may be needed. Adams St. property could be a potential low-income housing site.
Paul
▪ Please consider public safety issues and make sure that sites are feasible and safe.

Workshop #2: Housing Opportunity Sites

On January 20, 2022, the City held a Community Workshop to discuss the Housing Element Update and available housing sites in St. Helena. Following the workshop, a map of potential sites was posted to the Housing Element website and the City encouraged residents and stakeholders to submit through the "Comments" button.

The table below shows public input received at the event and how each participant's input was incorporated into the Draft Housing Element.

Comment	Response
Jeff Farmer: Consider closed catholic school. Some talk with church officials there. Also, the city corp yard. It may be available. ADUs, concern about lack of ADU rentals	The City investigated potential sites and considered ADU affordability trends in the sites inventory.

Comment	Response
Norma: Potential sites: corner of Fulton and east of the railroad tracks, both the north and south side of Fulton. What happened with the big property by vineyard valley (Hunter project)? Regarding Pope, there is another site east toward college there may be a big vacant site to consider.	The City investigated potential sites based on public comments and revised the inventory, as necessary.
Joe McGrath: 1998 Spring Street just changed hands and may have a vineyard lease. The 3-acre site. McCorkle sites have a pending contract and may have other plans One other McCorkle site was just renovated Fulton site had interest for housing development in the past. Other sites to consider: across from corps yard on Charter Oak. Consider this please.	The City considered the constraints and sites mentioned here.
Jordan Bentley: 1998 Spring Street changed hands and has a vineyard lease. Please provide a list of properties that can be developed.	The City investigated the constraint mentioned here. The City also provided a list of properties with online map via the project website.
Pat Friday: Crane is a good place for housing. Keep it. Across from Episcopal church, there is a vacant parcel that used to be a church. This may be a possibility. Walking distance to everything. Spring Street across from the cemetery there is a big area of vacant land.	The City investigated potential sites based on public comments and revised the inventory, as necessary.

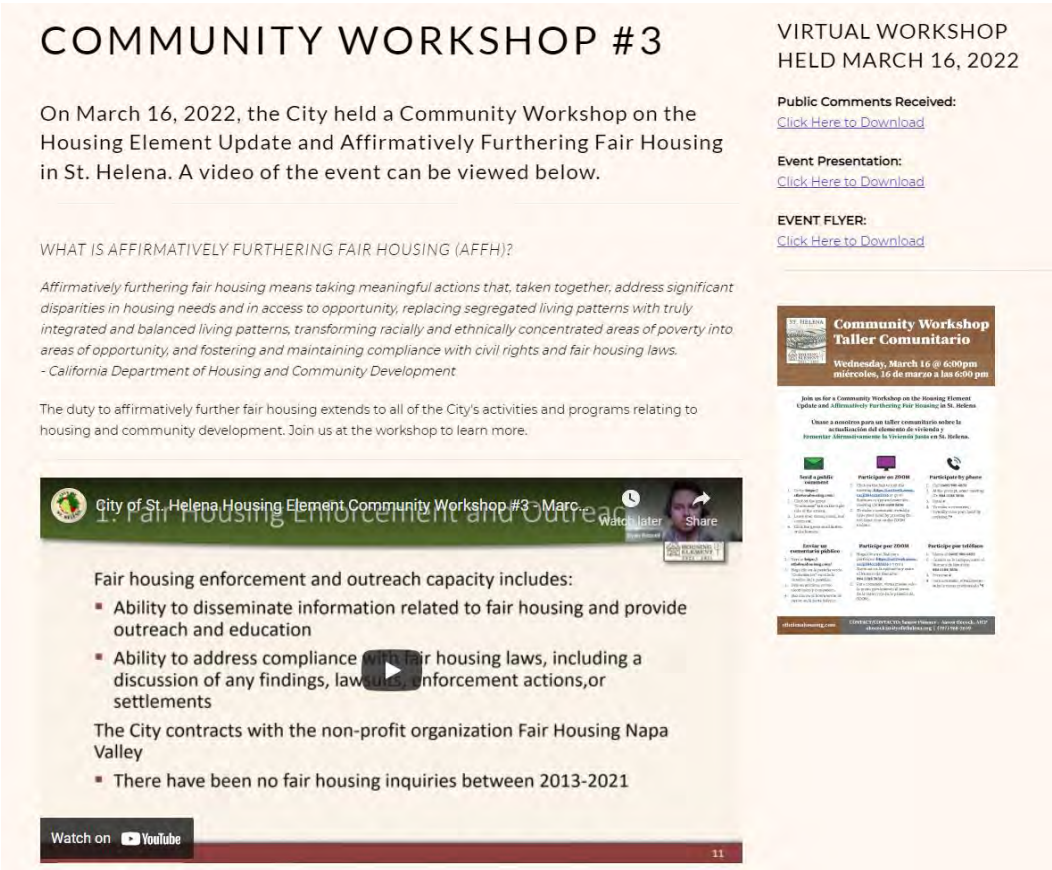
Comment	Response
Rick Crebs: Consider workforce housing for the missing middle types and incomes.	The City considered workforce and missing middle housing in crafting the Policy Document. Several programs are included to respond to these topics specifically.
Mary Stephenson: Concern that ADUs are not being rented. Over 40 percent of land in city limits is in vineyards. How much of this is zoned for housing? Can we look at these and create a long-term plan? What will remain in vineyard and what will remain in housing? The process to rezone is expensive and time-consuming Lots of expensive houses with ADUs that won't be rented. It's an extension of the main house.	The City considered ADU affordability trends in the sites inventory and are working to promote ADU development through implementation programs. Additionally, the City included a program to explore the removal of the Urban Limit Line.
John Sales: Site on Crane Avenue by the creek has a major power line running across the property. This has to be dealt with before housing can be built on the site.	The City considered the constraint mentioned here and revised the sites inventory accordingly.
Jennifer La Liberte: North Crane: there's another parcel close to the one considered. Consider this. Suggests we include this site if Crane Avenue site is included.	The City investigated potential sites based on public comments and revised the inventory, as necessary.

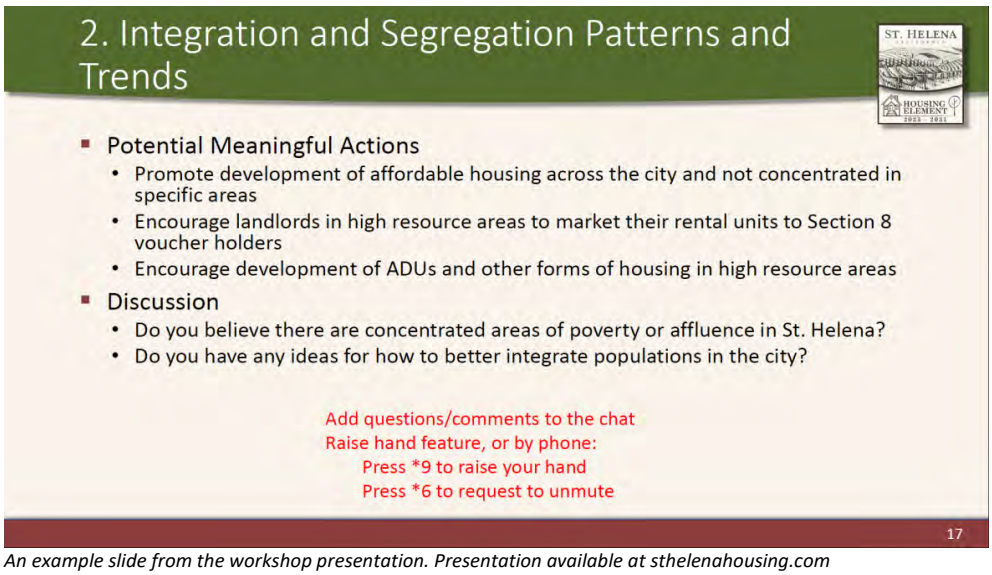
Comment	Response
Tracy McBride: The City needs low income housing that is ownership based. On the map on your website. The lower income sites are east of main street and site 9 is west of main street. Keep this site to disperse lower income sites around the city. How can we incentivize housing development? With by-right this can make things easier if nothing is developed and the site is reused in the next round. Adams St and church sites: why can't we use these sites? Are churches really harder to redevelop?	The City investigated potential sites based on public comments and revised the inventory, as necessary. The City also worked to provide sites consistent with the goals of AFFH. The City also crafted a number of implementation programs that work to incentivize development of lower and moderate income housing.
Joe McGrath: PG&E property on Mitchell: Consider the site. Adams: would subdivision help the political situation?	The City investigated potential sites based on public comments and revised the inventory, as necessary. The City Council is considering a number of options for the Adams Street property.
Jennifer La Liberte: Please let the public know which sites have been ruled out and why.	The City included information about sites investigated but not selected in the materials posted to the project website following the event.
Nancy Dervin Encourages the City to include feasible sites. Some sites could be higher density and available to lower income families. The site map shows moderate on west site and lower on the east side of town. Is there a disparity between east and west? Please don't force the lowest income earners into the most-dense areas of the city. Mix up housing opportunities.	The City considered feasibility in the selection of each site. Additionally, the City investigated opportunities for density increases at each site. The City also worked to provide sites consistent with the goals of AFFH.

Comment	Response
Steve Goldfarb: Adams Street. Why not include it? Advantages to this property: publicly owned (it can be sold). Please include this. It's feasible. Subdivision may be necessary, and it can house a lot of people across a lot of income categories.	The City Council is considering a number of options for the Adams Street property.
Pat Friday: We need to develop Adams Street; agrees that the property may need to be subdivided.	The City Council is considering a number of options for the Adams Street property.
Norma Ferriz: Consider vineyards that are further out than the city center. The edges of town may have potential for housing.	The City included a program in the Draft Housing Element to explore the removal of the Urban Limit Line.
Tracy McBride: Consider new laws regarding subdivision of sf homes (SB 9).	The City encourages lot splits and ADU development consistent with SB9. The Housing Element includes a program committing the City to allowing and incentivizing SB 9 projects.

Workshop #3: Affirmatively Furthering Fair Housing

On March 16, 2022, the City held a Community Workshop on the Housing Element Update and Affirmatively Furthering Fair Housing (AFFH) in St. Helena. The workshop included an introduction to AFFH, a presentation of initial findings and potential actions, and opportunities for the public to join the discussion and provide comments.





An example slide from the workshop presentation. Presentation available at sthelenahousing.com

The following is a summary of comments that emerged through the public discussion and comment period of the workshop, as well as how the comments informed the Draft Housing Element

Comment	Response
The city needs more housing units and people.	The City has provided sites with capacity to meet the RHNA and to incentivize development citywide.
There is no evidence that ADUs accommodate affordable units.	The City considered ADU affordability trends in the development of the sites inventory and worked to incentivize accessory dwelling units and affordable rental ADUs through implementation programs.
The City of Napa has technical assistance and funding for people that agree to deed restrict ADUs and the City of St. Helena should look at this program.	The City has investigated these and other incentives to the construction of affordable rental ADUs, and has included an implementation program committing the City to providing incentives and technical assistance to support the construction of these units.
The City should have policies that promote both low- and moderate-income housing units.	The City has included implementation programs with objectives aimed at promoting housing for households of all incomes, including moderate-income households.
The cost of construction makes it difficult for the private market to accommodate affordable housing and public financing can help produce deed restricted units.	This comment supports the findings of the constraints analysis. The City provides funding and loans to assist in the development of affordable housing.
Requiring a CUP for multi-family project in the Medium Density district limits opportunities for more units.	The City is currently (2022) exploring changes to development standard through the comprehensive zoning code update.

Focus Group Meetings

As part of the Housing Element Update project, the City formed a Focus Group to assist in the development and review of the Housing Element and Safety Element. The Focus Group served as a technical working group that assisted in generating ideas and commenting on direction. Recommendations from the Focus Group were used to revise drafts of the Housing and Safety Elements and provide recommendations to the Planning Commission and City Council.

The members of the Focus Group were as follows:

- City Councilmember Paul Dohring
- Planning Commissioner Autumn Anderson
- Planning Commissioner Rosaura Segura
- Jennifer La Liberte (Our Town St. Helena)
- Mary Koberstein (Former Councilmember)

The Focus Group was active throughout the Update project. The following provides an overview of meetings.

Past Meetings

Focus Group Meeting #1: Housing Element Overview

Provided an overview of the Housing Element process and project schedule. Collected expectations for the project and insights on housing issues, priorities, and concerns that informed the Needs Assessment. The Focus Group provided critical input related to the most pressing housing needs in the community and encouraged the City to pursue sites that are feasible and can provide capacity for a larger number of units.

Focus Group Meeting #2: Preparing for the Housing Element

Discussed results of Community Workshop #1 and the integration of community input into the Housing Element Update. Reviewed the next steps in the Update with a focus on site assessment. The Focus Group reviewed the engagement strategy and provided ideas for additional outreach efforts.

Focus Group Meeting #3: Sites Assessment Review

Discussed the results of the vacant and underutilized sites inventory and reviewed sites inventory methodology and assumptions. Focus Group input provided guidance on individual sites, capacity assumptions, and feasibility of affordable unit production.

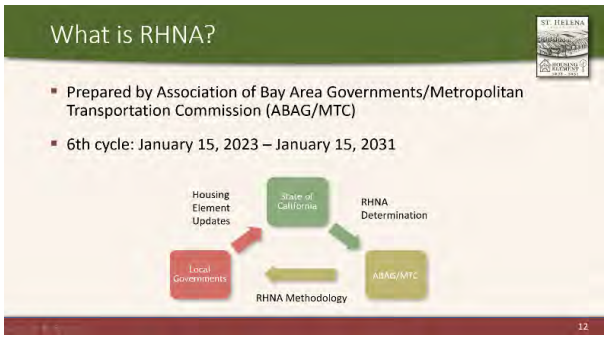
Focus Group Meeting #4: Public Input on the Sites Assessment

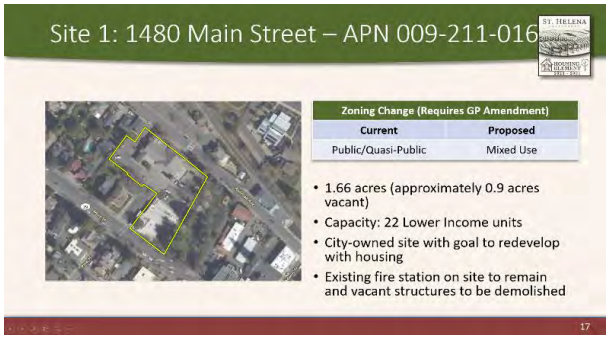
Discussed the results of Community Workshop #2 and how to address community concerns in the Housing Element. The Focus Group considered public comment and provided additional direction on each site. Following this final Focus Group Input, the sites inventory was revised and presented to the City Council for final direction.

Public Meetings with City Leadership

Planning Commission/City Council
Joint Study Session 1: Housing Element Overview
Held March 23, 2021

Provided an overview of the Housing Element process, project schedule, and project expectations. Discuss housing issues, priorities, and concerns.





Planning Commission/City Council
Joint Study Session 2: Sites Assessment
Held February 22, 2022
Discussed the RHNA and the sites inventory process and presented a walkthrough of potential housing opportunity sites. Discussed the results of Community Workshop #2 and public input on housing sites. Commissions and Councilmembers provided input on sites included in the draft sites inventory and reviewed each for potential constraints. The draft sites inventory was revised according to direction taken during this meeting in the preparation of the public review draft.

Planning Commission/City Council Joint Study Session: Public Review Draft Housing Element
Held July 21, 2022
Solicited input on the Public Review Draft Housing Element. Discussed next steps, HCD review, revisions, and remaining project schedule. Input from this event informed the City's response to comments on the Public Review Draft, discussed in Appendix B.

Public Hearings

Planning Commission Public Hearing: Recommendation for Adoption
At a regular meeting of the Planning Commission, held May 2, 2023, the Planning Commission discussed the Housing Element and Public Health, Safety, and Noise Element Updates and recommended that the City Council adopt the updated Elements.

City Council Adoption Hearing: Adopt Housing and Safety Elements
On May 9, 2023, the City Council discussed the Housing Element and Public Health, Safety, and Noise Element Updates and adopted each of the updated Elements.

Other Outreach Activities

St. Helena set out to collect as much feedback as possible from the community, from their general concerns and ideas to where new housing could go. It was also important to us to consider community outreach best practices and consult and partner with organizations working in the community, to ensure we were reaching as many people as possible and doing so thoughtfully.

Sites Inventory Mapping Exercise
As discussed in the summary of Workshop #2 above, the City produced an interactive online map that allowed residents and stakeholders to view and comment on potential housing opportunity sites. The online map was posted for more than a month following the workshop and the City encouraged all those interested in the

Housing Element to submit their comments. The City incorporated comments on potential housing sites into the Sites Inventory by removing or revising constrained sites and considering additional sites with potential for residential uses.

Equity Advisory Group

In alignment with community outreach best practices, it was important to include the guidance of and foster partnerships with community organizations to help ensure everyone's voices were heard during the Housing Element update. In response, an Equity Advisory Group (EAG) was formed consisting of 15 organizations or leaders across the region that are advancing equity and affordable housing. A stipend of $1,500 was originally provided for meeting four to five times over 12 months to advise on Housing Element outreach and helping get the word out to the communities they work with.

After meeting twice in 2021, it was decided the best use of the EAG moving forward would be to provide more focused support in 2022 based on jurisdiction need and organization expertise. To date, EAG members have facilitated and hosted community meetings in partnership with 21 Elements, collected community housing stories to put a face to housing needs, advised on messaging, and amplified events and activities to their communities. The EAG continues to work collaboratively with jurisdictions and deepen partnerships, as well as connect community members to the Housing Element Update process. All participating organizations are featured on the Let's Talk Housing website and include the following:

- Ayudando Latinos A Soñar (ALAS) www.alashmb.org
- Community Legal Services www.clsepa.org
- El Comite de Vecinos del Lado Oeste (El Comite) www.tenantstogether.org/resources/el-comité-de-vecinos-del-lado-oeste-east-palo-alto
- EPACANDO www.epacando.org
- Faith in Action www.faithinaction.org/federation/faith-in-action-bay-area/
- Housing Choices www.housingchoices.org
- Housing Leadership Council www.hlcsmc.org
- Menlo Together www.menlotogether.org
- Nuestra Casa www.nuestracasa.org
- One San Mateo www.onesanmateo.org
- Peninsula for Everyone www.peninsulaforeveryone.org
- Puente de la Costa Sur www.mypuente.org
- San Mateo County Health www.gethealthysmc.org
- Youth Leadership Institute www.yli.org/region/san-mateo
- Youth United for Community Action www.youthunited.net

Over six sessions, the EAG discussed explicit and implicit barriers to obtaining and maintaining affordable housing and this document outlines key findings, repeated themes, and recommendations from the EAG to the Napa Sonoma Collaborative. Key findings include:

- The current approach to housing policies throughout the region is ad hoc and piecemeal and what is really needed is a holistic approach to housing and homelessness issues
    - Affordable homeownership is missing from the conversation
    - Transitional and supportive housing as a more integrated part of the whole conversation is missing
    - The traditional paradigm of designing affordable housing should be changed at the educational level; design professionals should be educated to think holistically about designing communities and integrating affordable housing patterns into community design
- A lack of community trust leads to a lack of honest and transparent communication and engagement between local governments, partner agencies and the community members
- Additional housing costs are not factored into the affordable housing definition
    - The official definition of affordable housing does not include all related housing costs
        i. Those who live in deed-restricted affordable housing face food shortages, high insurance rates, and rising utility costs to name a few, which are not factored into the official definition of affordable housing. Yet these are costs that must be included in an already strained budget
    - Supercommuting leads to higher gas costs and more wear and tear on cars but is necessary to find and maintain affordable housing
    - The housing situation within the region leads to students working to support their families, creating an unintended consequence of students dropping out of their educational careers and/or leaving the community after they matriculate from High School since they cannot afford housing
    - Onerous regulation leads to displacement
- Affordable homeownership is missing from the conversation as renting is not a sustainable approach for all and it prevents people from accessing the "American Dream"
- The lack of affordable and safe housing due to high development costs, loss of units due to disasters, and/or gentrification are some of the contributing factors to the housing crisis within the region.
- Discrimination is both subtle and overt
    - Tenants are susceptible to landlords taking advantage of them due to a very specific cocktail of issues including but not limited to:
        i. Language barriers
        ii. Cultural Barriers
        iii. Stereotypes
        iv. Disabilities
        v. Income
    - Discrimination is a multilayered situation:
        i. Tenants in substandard/unhealthy housing live in precarious situations and are afraid to complain due to the fear of being evicted (which means that they live in substandard living conditions)

    ii. There is a very real fear that rents will increase if tenants complain about substandard situations
  - Stereotypes associated with low-income tenants and voucher holders are a real barrier to obtaining housing
    i. Criminal backgrounds and subsidies contribute to stereotypes which make landlords leery of renting.
    ii. SB 329 makes it illegal to reject housing vouchers, however, it still occurs
  - Discrimination is hard to determine since there aren't enough vacancies to even apply for housing
- The lack of available land coupled with regulations and high impact fees are contributing factors to astronomical development costs

The City considered these key findings in the development of the Needs Assessment and Policy Document. The Policy Document includes programs focused on regional coordination on housing issues, increasing affordable homeownership opportunities, providing transparency on housing-related decisions and actions, removing governmental constraints, incentivizing affordable housing construction, and working with Fair Housing Napa Valley to provide fair housing services.

2. Review of the Existing Housing Element

This section examines the effectiveness of the 2015 Housing Element, the progress made in achieving the goals, objectives and policies outlined in the Housing Element, along with a discussion of the Element's appropriateness given current conditions within the City of St. Helena. This evaluation will inform the policies and programs developed as part of the 2023-2031 Housing Element Update.

Housing Production During the 2015-2023 Planning Period

The City's RHNA for the 2015-2023 planning period was for eight units affordable to very low-income households, five units affordable to low-income households, five units affordable to moderate income households, and 13 units affordable to above moderate-income households, for a total of 31 housing units. Table 1 compares units permitted and constructed to the 5th cycle RHNA. Between 2015 and 2021, the City permitted a total of 110 units, including seven very low-, nine low-, and four moderate-income units. All permitted projects have been constructed.

Table 1 Progress Toward the 5th Cycle RHNA

	Very Low	Low	Moderate	Above Moderate	Total
RHNA	8	5	5	13	31
Permitted Units	7	9	4	90	110

Source: City of St. Helena, 2021 Housing Element Annual Progress Report, 2022.

Progress toward the Lower Income Housing Goals

The City has issued building permits for the Turley Flats affordable housing project, an 8-unit multifamily project with loan funding from the Affordable Housing Trust Fund (all low income), and occupancy of all units occurred in 2019. Further, the City has issued building permits for the Brenkle Court 8-unit affordable housing project (two very-low and six low income). In 2020, the City approved a deed restricted affordable housing project (four low to very-low income and one moderate income) at 963 Pope Street. The combined affordability of these units is expected to help the City make significant progress toward meeting these unit counts.

Most of the housing permitted during this planning period was above moderate-income housing. Between 2015 and 2021, 90 of the 110 units constructed were above moderate-income units.

Progress in Implementation

The 2015 Housing Element established the six goals with coordinated policies and implementing programs, organized around the following goal areas:

1. A Diversity of Housing to Meet Local Needs
2. Efficient Land Use and High-Quality Neighborhoods
3. Conservation of Existing Housing
4. Assistance to Support Affordable Housing
5. Resource Conservation
6. Equal Housing Opportunities

Table 2 provides a detailed evaluation of the implementing programs that support each of these goals, and the subsequent sections discuss the extent to which the 2015 Housing Element policies and implementing programs helped the City of St. Helena meet the goals.

Diversity of Housing to Meet Local Needs

Facilitate development of a variety of housing types to meet the full range of housing needs in our community, with particular emphasis on housing for our local workforce, people with special housing needs, and people with extremely low, very low, low and moderate incomes.

In order to supply a diversity of housing types to meet local needs, the 2015 Housing Element developed Policies 1.1 through 1.6 and implementing Actions 1.A through 1.K. Policies 1.1 through 1.6 focus on ensuring that the City provides a sufficient supply of residential land to meet the housing needs of the community, encouraging and facilitating the development of affordable housing, removing constraints to housing production, and providing workforce and mixed-use development near downtown. In line with these policies, the City proceeded with successfully implementing Actions 1.A through 1.K, which range from large efforts, such as streamlining approvals for affordable multifamily projects and providing priority access to water and sewer infrastructure to development with affordable units, to smaller efforts, such as encouraging non-traditional housing types. While many of these programs were completed, the City did not revise the definition of "family" within the Municipal Code for consistency with State law and must include a program in the 2023-2031 Housing Element to address this compliance issue.

Efficient Land Use and High-Quality Neighborhoods

Make efficient use of land within the Urban Limit Line to protect agricultural lands, promoting compact, well-designed developments that 'fit in' with existing neighborhoods and contribute to the overall livability of our community. Encourage a balance of housing types throughout the entire community.

Policies 2.1 through 2.6 encourage higher density development where appropriate, mixed-use development, second units, and a variety of housing type throughout the community. These policies are supported by Implementing Actions 2.A through 2.P. Most notable among these actions is the progress towards incentivizing

higher density housing (Action 2.A), which has been supported by the removal of the Use Permit requirement for multi-family housing in the High Density Residential land use designation and Housing Opportunity Sites located on parcels designated Medium Density Residential. Additionally, the City has implemented state-mandated ADU regulations (Action 2.I) and integrated a mixed-use land use designation into the 2040 General Plan (Action 2.H). While some of these programs were completed with the recent General Plan Update, programs related to zoning changes are being undertaking in the current (2022) comprehensive Zoning Code update. These programs should be continued in the 2023-2031 Housing Element.

Conservation of Existing Housing

Improve and conserve existing housing, with particular attention to the rehabilitation and retention of existing affordable units.

Policies 3.1 and 3.2 are designed to conserve the existing housing stock through restricting conversion of rental units to condominiums and to monitor housing conditions citywide. Actions 3.A through 3.E implement these policies. Actions 3.A, 3.C, and 3.D help protect current housing stock by working to limit conversion to more limited uses, such as vacation rentals, or to nonresidential uses. Action 3.B implements an affordable housing impact fee to help monetarily incentivize the conversion of existing housing units. Action 3.E describes reporting requirements and commits the City to producing an annual Housing Element progress report, as required by HCD. Since the last Housing Element, the City has implemented a Housing Impact Fee, actively limits short-term rentals to twenty five units, and continuously looks for methods to promote the conservation of existing housing.

Assistance to Support Affordable Housing

Provide technical and financial resources to support development of affordable housing in our community, especially housing that meets the needs of our local workforce, people with special housing needs, and people with moderate, low, and very low incomes.

Policies 4.1 through 4.5, as well as Implementing Actions 4.A through 4.L, are designed to support this goal of actively assisting affordable housing growth, especially for special needs groups, such as farmworkers, seniors, and persons with disabilities. The City has made significant efforts to provide financial incentives, including reducing the application and impact fees for affordable housing projects and will continue to do so into the foreseeable future. During the 5th cycle, the City committed substantial amounts of Affordable Housing Trust Fund monies (approximately $2,450,000) to three different affordable housing projects (Turley Flats, Brenkle Court, and 963 Pope), anticipated to result in the construction and/or occupancy of 21 new affordable housing units in St. Helena through 2021. The City has also passed Measure E, which increased the Transit Occupancy Tax rate by one percent, which generates further funds towards affordable housing. Estimated annual revenue from this measure is approximately $280,000. Since 2015, the City has fully funded all funding requests made by affordable housing developers to assist with the design and construction of affordable housing units within St. Helena.

Resource Conservation

Promote resource conservation by encouraging housing types and designs that use fewer resources (water, electricity, etc.) and therefore cost less to operate over time, supporting long-term housing affordability.

The City of St. Helena took an active role in promoting the use of alternative energy sources and encouraging energy conservation, as targeted by Policies 5.1 and 5.2 and Programs 5.A through 5.H. During the 5th cycle, the City implemented these actions by adopting the 2019 State Building Codes, including the CALGreen Building Code, creating a "Rapid Permit" procedure for solar installations, and adopting a "water neutral" policy for new development. Additionally, the City is engaged with the Napa Valley Transportation Authority to adopt a countywide bicycle and pedestrian plan, which works to increase accessibility and promote tourism across the county while reducing vehicles on the road.

Equal Housing Opportunities

Assure that housing programs maximize choice, avoid economic segregation and avoid discrimination based upon age, sex, race, sexual orientation, religion and ethnic background

The sixth and final goal has one policy and two implementing programs, which commit the City to supporting Fair Housing Napa Valley as the City Fair Housing Provider. The City works with Fair Housing Napa Valley to provide information to the public regarding the rights and responsibilities and resources available to address fair housing issues. The City provides funding to Fair Housing Napa Valley and responds to all referrals from the agency. This governmental cooperation between local and county level agencies allows for enhanced coordination to combat housing insecurity across the region.

In the upcoming cycle, the City should be strengthened to promote a proactive approach to fair housing consistent with the State's requirements related affirmatively further fair housing (AFFH). Additional policies and programs will be needed to address fair housing issues. Additionally, the City should analyze all goals, policies, and programs through the lens of AFFH, and should apply fair housing objectives as appropriate.

Effectiveness of 2015 Housing Element

As discussed in the preceding section and in Table 2, the City implemented many policies and programs to facilitate housing production. Most importantly, the City has made great strides in securing additional funding for affordable housing and working with local stakeholders and county organizations to improve housing accessibility. From preserving existing housing and promoting the expansion of multifamily housing through relaxed regulation, the City recognizes the severity of the housing crisis and has worked progressively to do its part in adding housing towards meeting and exceeding RHNA goals. However, in some cases, the City did not have the necessary staff resources or funding to implement programs. While the 2040 General Plan Update process required significant staff time and delayed implementation of some Municipal Code amendments, the City is currently (2022) undertaking a comprehensive Zoning Code update that will address the remaining code amendment implementation measures during the 6th cycle. As the code update draws to its conclusion, the City

will have more resources available to implement remaining implementation actions, which have been continued in the 2022 Housing Element Update.

Effectiveness in Meeting the Needs of Special Needs Populations

The previous Housing Element had one program targeting special needs populations, Program 1.F. Program 1.F calls for the fast-tracking of housing developments that meet lower income and special needs populations. During the fifth cycle, 13 units of deed restricted affordable housing units were approved. No housing developments specifically tailored to the needs of special needs communities, such as seniors and farmworkers, were approved or built during the planning period. The previous housing element also contained the following quantified objectives tailored towards Special Needs Households:

- Assist in the acquisition of low-interest loans to 10 first-time homebuyers.
- 20 percent of new units to meet senior needs.
- 10 percent of new units accessible to persons with disabilities.
- Purchase of 3 existing housing units and conversion to regulated affordable housing for lower-income households.

The City of St. Helena did not meet any of the previously listed quantified objectives during the fifth cycle. However, the City made significant progress with the construction of 8 units of market-rate housing that was fully compliant with Americans with Disabilities Act (ADA) requirements. This equates to 7.3 percent of new units being accessible to persons with disabilities during the fifth cycle.

The 2023 Housing Element Update provides new and updated programs to commit the City new actions that work to meet the needs of special needs populations. Program H-E, a revised version of Program 1.F, commits the City to providing a streamlined ministerial review process for special needs housing, with a goal of encouraging the development of 6 units for seniors, farmworkers, or persons with disabilities. Program H-BB, a new program, commits the City to pursuing funding to assist with rehabilitation costs for lower income households and seniors. Program H-KK specifically commits the City to supporting efforts to improve access to farmworker housing in the City and region. Program H-LL commits the City to encouraging developers to include units dedicated to those with special housing needs in new developments. Finally, Program H-NN commits the City to pursue funding to assist with funding new housing projects for populations with special needs.

Table 2 Program Implementation Status pursuant to GC Section 65583

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE1.A	Continue to exempt permits for regulated affordable units as well as second units from Growth Management System	Ongoing	The City currently exempts all units, including affordable housing units and Accessory Dwelling Units from the Growth Management system in compliance with current state law. This provision will be removed in a future zoning code update.	Modify to reflect removal of the GMS
HE1.B	Review and possibly amend the Growth Management System to encourage the production of regulated affordable and workforce housing units.	2017	The City Council reviewed the Growth Management system in 2016 (as required) and provided direction to update and potentially amend the GMS Ordinance, after the 2040 General Plan update is completed. Given that the only multi-family housing applications reviewed by the City in recent years have been approved, it does not appear that the current GMS Ordinance is affecting the development of workforce housing. As explained above, the Growth Management System will be removed from the Municipal Code as part of the comprehensive zoning code update.	Modify to reflect removal of the GMS, merge with HE1.A
HE1.C	Give projects that include affordable housing units priority access to water and sewer resources over other new projects should the capacity of the local water or sewer systems become inadequate to meet the full demand for new connections.	Ongoing	The City provides priority access to water and sewer resources to projects to affordable housing projects.	Keep

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE1.D	Revise the permitting process to streamline the review of affordable housing and market rate multifamily projects.	2016	In an effort to implement this Goal, the City has removed the Use Permit requirement for multi-family housing in the High Density Residential (HR) zone and all of the Housing Opportunity Sites (Key Housing Sites, see Section 17.40.020(N)) located within the Medium Density Residential (MR) zone and has established a streamlined approval process consistent with SB35 and SB330. Further, as mentioned above, affordable housing units are not subject to the GMS Ordinance limitations.	Delete
HE1.E	Work with private property owners/developers to plan for road and utility improvements necessary to support housing on key opportunity sites, in the event these sites are developed.	Ongoing	The City is continually looking for grant and other funding opportunities to off-set the costs of infrastructure Further, the 2040 General Plan update and current Capital Improvement Program provide direction and discussion regarding needed infrastructure improvements.	Keep
HE1.F	When possible, fast-track housing developments that meet lower income and special housing needs.	Ongoing	The City is committed to expediting any affordable housing applications that are submitted for review and action. Eight owner-occupied affordable housing units were approved by the City in Dec. 2016 (Self-Help Affordable Housing Project called the Brenkle Ct. Project from Our Town St. Helena (OTSH)). Building permits for each unit were issued in 2019. An additional five deed restricted affordable units were approved in 2020 however building permits have not yet been issued.	Modify
HE1.G	Maintain the local preference policy to possibly include people needed for work during city emergencies.	2017	No revisions to the current local preference policy for affordable housing units has been made as of yet.	Delete

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE1.H	Explore, and adopt as appropriate, a program to address the housing needs of "workforce" households, which have incomes above 120 percent of AMI, but are still unable to afford market rate housing.	2017	The City Council has expressed an interest in reviewing housing needs Citywide. Pending development applications anticipated to increase the demand for employee housing are being asked to make efforts to address the housing impacts associated with their individual developments.	Modify and Expand
HE1.I	Implement a program to provide financial assistance for the development of second units in exchange for affordability restrictions that will provide workforce housing.	Ongoing	The City Council has expressed an interest in finding ways to deed restrict and/or incentivize the use of ADUs as rental units.	Keep
HE1.J	Encourage development of co-housing, ecohousing, 'green' manufactured homes and other 'nontraditional' forms of housing. Ensure these housing types are addressed in the development of design guidelines to streamline to approval process.	Ongoing	The City Council has expressed an interest in reviewing housing needs Citywide now that the 2040 St Helena General Plan has been adopted. In addition, the Comprehensive Zoning Code update includes standards for small lot development and standards to encourage a variety of housing types.	Keep
HE1.K	Amend the Zoning Ordinance to define "family" as one or more persons living together as a single housekeeping unit in a dwelling unit. The definition should not distinguish between related and unrelated individuals and should not impose a numerical limit on the # of persons that constitute a family.	Ongoing	No revisions to the current zoning code definition of family have been made as of yet as the comprehensive zoning code update is still underway. However, all City actions are made in keeping with California State law, as it has precedence over any in-consistent locally adopted land use definitions.	Required Keep

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE2.A	Provide incentives for higher density housing. Explore possible incentives for building attached market rate housing units for rent and for sale.	Ongoing	In an effort to implement this Goal, the City has removed the Use Permit requirement for multi-family housing in the High Density Residential land use designation and all of the Housing Opportunity Sites located within other land use designations (Medium Density Residential). In addition, the City has created an SB 330 Checklist to further streamline the design and approval of by-right multi-family units within the community.	Keep
HE2.B	Study potential modifications to the Zoning Ordinance to facilitate higher density housing [and discourage construction of oversize homes]. Modify the Zoning Ordinance to encourage higher density developments [and restrict construction of large single-family units], including current floor area ratios and yard and setback requirements.	Ongoing	The City Council has expressed an interest in reviewing housing needs Citywide. The comprehensive zoning code update is in progress and these items will be addressed as part of that effort.	Keep
HE2.C	Amend regulations to discourage exemptions from the minimum density requirements. The City shall discourage exemptions for minimum density requirements and establish mitigation measures for exemptions in the Zoning Ordinance.	Ongoing	The comprehensive zoning code update is in progress and these items will be addressed as part of that effort. However, all City actions are made in keeping with California State law, as it has precedence over any in-consistent locally adopted land use definitions.	Keep

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE2.D	Modify section 17.100 of the Zoning Ordinance to rename the Mobilehome Park Overlay District to "Manufactured Housing Overlay District". Develop policies to streamline the review process for this overlay district on residential land for projects that create land-ownership opportunities for residents. Support giving residents the right of first refusal if an existing park is to be sold.	Ongoing	No revisions to the current zoning code have been made yet as the comprehensive zoning code update is currently underway. However, all City actions are made in keeping with California State law and any request to implement a Manufactured Housing Overlay District would be reviewed as such.	Delete
HE2.E	Amend the "Subdivisions" section of the Municipal Code. The City will amend Title 16 of the Municipal Code to prevent subdivision activity from effectively resulting in lower densities and a loss of potential housing units on the site.	Ongoing	No revisions to the current "Subdivisions" section of the Municipal Code have been made as of yet. The City Council has expressed an interest in reviewing housing needs Citywide.	Delete
HE2.F	Update the General Plan Land Use Element in consideration of the established Housing Element land use goals and policies. Amend General Plan Elements concurrent with adoption of the General Plan Update as needed to ensure internal consistency.	2015	The St Helena 2040 General Plan update incorporates the adopted 2015 Housing Element. The Housing Element and General Plan are consistent.	Modify for required Safety Element Update

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE2.G	Promote both 'vertical' and 'horizontal' mixed-use. Encourage mixed-use developments that combine compatible uses on the same site, either in the same structure or adjacent structures. Amend the Zoning Ordinance accordingly. Amendments to the Zoning Ordinance include permitting the FAR for the residential component of a mixed-use development to be 'additive' rather than within the established FAR for that zone, and allowing commercial and residential users to 'share' their parking, resulting in a lower overall parking requirement. Requirements for covered parking should also be reconsidered.	2017	The St Helena 2040 General Plan update incorporates the adopted 2015 Housing Element. This update includes the creation of a mixed-use land use designation and will be followed by a comprehensive zoning code update, intended to create and implement the development criteria set for mixed use development within St Helena.	Revise for zoning code consistency

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE2.H	Explore the possibility of allowing mixed use and live/work units in non-residential zoning districts. Explore and adopt as appropriate modifications to non-residential Zones that would permit, either as of right or as a conditional use, residential uses including mixed use and integrated live/work units. Analyze requirements that commercial projects provide housing for a portion of the employment that will be generated on site. The City will study and determine what portion of employment generated will require housing, whether housing will be required on-site or allowed off-site, if pricing for the non-inclusionary units will be tied to anticipated salaries for employees in the commercial portion of the project, and if in-lieu fees will be permitted for smaller sized projects. Explore and adopt as appropriate development incentives such as higher density and height allowances, a streamlined design review process, and financial incentives, including fee reductions and waivers and contributions from the City's Housing Trust Fund, to encourage employers to provide on-site employee housing.	2017	The St Helena 2040 General Plan update includes the creation of a mixed-use land use designation. The comprehensive zoning code update will create and implement the development criteria for mixed-use development within St Helena.	Delete

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE2.I	Review and revise development standards pertaining to second units. Ensure that the development of second units is physically and financially feasible in targeted areas. Give particular attention to parking standards, setbacks, and impact fees.	Ongoing	In 2020, the City adopted updated ADU regulations which streamlined the review process for ADU construction and conversion, in keeping with the requirements of State law. The St Helena 2040 General Plan update was adopted in May 2019. A comprehensive zoning code has begun and will include additional direction regarding the development of Accessory Dwelling Units.	Delete
HE2.J	Provide financial assistance for second unit development. Incentives might include low interest loans or fee waivers.	2020	The City of St. Helena has amended its zoning ordinance to be compliant with state law with regards to ADUs, their permitting, and reduced impact fees.	Modify and Expand
HE2.K	Target specific areas for second unit incentives. Create incentives to construct second units in the medium density areas near downtown. Incentives to adopt as appropriate include, but are not restricted to, fast tracking development applications, deferred development fees, and reduced parking and/or other city standards.	Ongoing	The City of St. Helena has amended its zoning ordinance to be compliant with state law with regards to ADUs, their permitting, and reduced impact fees.	Keep
HE2.M	Link financial incentives and development standard variances to affordability requirements for second units. Require that either the main house or the second unit is used as a rental unit that is affordable to moderate or below moderate households whenever the City assists in development through financial incentives or by granting a variance.	Ongoing	The City Council has expressed an interest in reviewing housing needs Citywide which is expected to occur along with the comprehensive zoning code update. The City has also begun its 6th Cycle Housing Element Update which will identify Key Housing Opportunity Sites and potential rezoning opportunities withing the City.	Modify

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE2.N	Respond to complaints regarding illegal units. The City will work with the property owners to help bring illegal units up to code and to abate the use of non-habitable buildings as living units	Ongoing	While the City does not have a dedicated Code Enforcement Department, Planning and Community Improvement Department staff is responsible for responding to Code Enforcement complaints and prioritize life and safety issues, such as substandard housing, in these efforts. Additional Code Enforcement improvements have been identified as an element of the adopted City Council goals.	Keep
HE2.O	Identify appropriate 'target' areas for conversion of single-family homes to multi-unit dwellings, Identify areas, zoning districts, or specific sites where conversion would be appropriate or desirable.	Ongoing	A majority of the City's residential land is designated as Medium Density Residential, allowing conversion of existing SFD to MFD at a density of 5.1-16 units per acre. The City has also begun its 6th Cycle Housing Element Update which will identify Key Housing Opportunity Sites and potential rezoning opportunities withing the City. The 6th Cycle Housing Element identifies sites for rezoning to increase density and encourage affordable housing production.	Delete
HE2.P	Develop a program to encourage affordable housing in clusters of 4-6 units on Infill parcels on west side of town. The City will post an inventory of available sites on the City's website. City will explore and adopt as appropriate incentives to encourage affordable housing clusters, including, but not limited to priority permitting processing, reduced or waived development fees, reduced parking and/or other city standards, and an additional density bonus.	Ongoing	The City Council has expressed an interest in reviewing housing needs Citywide and has prioritized creation of a Citywide Housing Strategy as one of the Council Goals. This is expected to occur along with the comprehensive zoning code update. Incentives for the development of these units, including parking ratio reductions, will be included as a part of this review. Further, a majority of the City's residential land is designated as Medium Density Residential, allowing conversion of existing SFD to MFD at a density of 5.1-16 units per acre. The City has also begun its 6th Cycle Housing Element Update which will identify Key Housing Opportunity Sites and potential rezoning opportunities withing the City.	Delete

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE3.A	Restrict conversion of rental units to condominiums. Current policy allows conversion to condominiums under certain circumstances when the vacancy rate is high. The presence of second homes results in an inflated vacancy rate. The policy should be further studied to reflect a general guiding principle of preserving the affordable housing stock while eliminating the current linkage to vacancy rates.	Ongoing	The City will endeavor to work the Napa Housing Authority to create regulations to restrict the conversion of rental units to condominiums.	Keep
HE3.B	Charge an affordable housing impact fee whenever housing units are converted to other uses. Exempt conversion projects that create affordable for-sale housing from this impact fee.	Ongoing	The City currently charges a Housing Impact Fee. Further, the City Council has expressed an interest in reviewing housing needs Citywide and has prioritized creation of a Citywide Housing Strategy as one of the Council Goals. This is expected to occur concurrently with the comprehensive zoning code update.	Keep
HE3.C	Address the potential loss of assisted units. Identify assisted properties at risk of conversion to market rates and work with the property owners and/or other parties to ensure that they are conserved as affordable housing.	Ongoing	The City Council has expressed an interest in reviewing housing needs; the maintenance of assisted units will be a part of this discussion.	Modify based on current at-risk units
HE3.D	Continue to limit the conversion of market rate housing to vacation rentals. Abate the use of illegal vacation rentals, including time shares and fractional interests.	Ongoing	The City strictly limits the use of residential units for short-term rental (STR) use to a maximum of 25 STR units within the City. Funds collected from these units are utilized to assist with active and aggressive enforcement of these limitations. This enforcement continued to be a priority throughout the planning period.	Keep

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE3.E	Review housing needs, achievements and challenges as part of the City's regular General Plan review. As required by State law, submit a progress report to the State Department of Housing and Community Development and Governor's Office of Planning and Research by April 1st of each year.	Annually	This report is being done as a part of this Goal and as of 2021 reporting year (submitted April 2022), the City of St. Helena is up to date on its reporting requirements regarding Housing Element implementation with the Office and HCD.	Keep
HE4.A	Review and possibly amend the inclusionary housing ordinance to: Adjust the inclusionary housing ordinance to require further distribution of affordable units within the various income categories… Balance collecting housing impact fees with the requirement to construct affordable housing, either on or off site depending on the size of the site and other site conditions, for larger commercial developments… Increase as appropriate residential construction in-lieu fees and/or create a sliding scale for larger houses. Add an above moderate-income workforce housing component to the Inclusionary Housing Ordinance requirements.	Ongoing	The City Council has expressed an interest in reviewing housing needs Citywide. Potential revisions to the inclusionary housing requirements will be included as a part of this review.	Delete

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE4.B	Generate Revenues for Affordable Housing through the Transient Occupancy Tax. Either increase the Transient Occupancy Tax or increase the number of transient occupancy rooms and apply the increased revenue to support affordable housing.	Ongoing	The City passed Measure E which increased the Transit Occupancy Tax rate by 1% and those funds raised go towards affordable housing.	Keep
HE4.C	Reduce, defer, or waive fees for affordable housing developments. The City will establish a set of criteria for project eligibility to have fees reduced, deferred or waived. The City will explore and adopt as appropriate higher incentives for affordable housing developments with units affordable to extremely low and very low income households.	Ongoing	Since 2010, the City has made significant efforts to provide financial incentives, including reducing the application and impact fees for affordable housing projects and will continue to do so into the foreseeable future. Since 2016, the City committed substantial amounts of Affordable Housing Trust Fund monies (approximately $2,450,000) to three different affordable housing projects, anticipated to result in the construction and/or occupancy of 21 new affordable housing units in St. Helena through 2021. Since 2015, the City has fully funded all funding requests made by affordable housing developers to assist with the design and construction of affordable housing units within St. Helena.	Keep
HE4.D	Prioritize the use of Housing Trust Funds in support of the development and preservation of regulated affordable units for extremely low-income households.	Ongoing	Since 2010, the City has made significant efforts to provide financial incentives, including reducing the application and impact fees for affordable housing projects and will continue to do so into the foreseeable future. Since 2016, the City committed substantial amounts of Affordable Housing Trust Fund monies (approximately $2,450,000) to three different affordable housing projects, anticipated to result in the construction and/or occupancy of 21 new affordable housing units in St. Helena through 2021. Since 2015, the City has fully funded all funding requests made by affordable housing developers to assist with the design and construction of affordable housing units within St. Helena.	Keep

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE4.E	Pursue mortgage revenue bonds and/or mortgage credit certificates. Promote affordable homeownership opportunities for moderate- and lower-income households.	Ongoing	The City continues to look for options to incentivize affordable housing development, and will expand these efforts as a part of continued Citywide housing review.	Keep
HE4.F	Pursue additional funding for affordable housing. Explore other options for affordable housing funding, including a real property transfer tax and Housing Trust Fund contributions from the wine and hospitality industry in Napa Valley.	Ongoing	Since 2010, the City has made significant efforts to provide financial incentives, including reducing the application and impact fees for affordable housing projects and will continue to do so into the foreseeable future. In 2018, the City joined with all municipalities in Napa County, put Measure E on the ballot, requesting voter approval of a special tax to increase Transit Occupancy Taxes on hotels by one percent, with these additional funds being for the sole purpose of housing. This measure was approved and went into effect January 1, 2019. Estimated annual revenue from this measure is approximately $280,000.	Keep
HE4.G	Continue Section 8 rent subsidy certificates. Work with the City of Napa Housing Authority to provide continued rental assistance to low, very low and extremely low-income households.	Ongoing	The City continues to contract with the City of Napa for Housing Authority services, including Section 8.	Keep
HE4.H	Explore the possibility of establishing a full-time, shared Housing Coordinator for the up-valley communities to promote development of new affordable housing and enter into a cost-sharing agreement if feasible. The position would serve all of the up-valley communities, including Napa County.	Ongoing	The City continues to contract with the City of Napa for Housing Authority services, including Section 8.	Keep

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE4.I	Address farmworker housing needs. The City will contribute staff time and City resources, as appropriate, to countywide farmworker housing efforts that may occur during the Housing Element planning period. The City will reach out to affordable housing developers to support regional and City efforts to develop farmworker housing, including assisting with financing or applications, incentives and concessions, expedited review or other strategies to encourage the development of housing for farmworkers.	Ongoing	The City continues to look for options to incentivize affordable housing development, and will expand these efforts as a part of continued Citywide housing review.	Keep
HE4.J	Establish regulations requiring that a portion of units in all new developments meet the special housing needs of seniors and persons with disabilities, including developmental disabilities. Target 20 percent of new housing units to meet senior household needs and 10 percent accessible to persons with disabilities.	Ongoing	The City continues to look for options to incentivize affordable housing development, and will expand these efforts as a part of continued Citywide housing review. A recent eight-unit market rate project (632 McCorkle) approved within the City will provide two fully compliant ADA units.	Delete
HE4.K	The City shall participate in mediation between property owners if needed to facilitate affordable housing. The City will provide staff resources and/or work with affected parties along with an outside mediator if necessary to address issues raised by community members in response to affordable housing development applications.	Ongoing	The City continues to look for options to incentivize affordable housing development, and will expand these efforts as a part continued Citywide housing review.	Delete

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE4.L	Explore the potential of using Housing Trust Fund money to purchase existing housing for conversion to restricted affordable housing and commit funding as appropriate. Priority use of Housing Trust Fund monies will be given to the creation of housing affordable to extremely low-income households.	Ongoing	Since 2010, the City has made significant efforts to provide financial incentives, including reducing the application and impact fees for affordable housing projects and will continue to do so into the foreseeable future. Since 2016, the City committed substantial amounts of Affordable Housing Trust Fund monies (approximately $2,450,000) to three different affordable housing projects, anticipated to result in the construction and/or occupancy of 21 new affordable housing units in St. Helena through 2021. Since 2015, the City has fully funded all funding requests made by affordable housing developers to assist with the design and construction of affordable housing units within St. Helena.	Keep
HE5.A	Adopt a Green Building Ordinance. The City shall adopt building code standards that meet or exceed the State's Green Building Standards Code. The Planning and Building Department shall coordinate this effort with the Climate Protection Task Force.	Ongoing	The City adopted the most recent standard building code updates in 2017 and again in 2019 and will continue to do so as updates are required.	Keep
HE5.B	Encourage use of alternative energy technologies. Create incentives for the use of solar energy in new and rehabilitated housing. Incentives to adopt as appropriate include, but are not restricted to, ensuring a streamlined review process for applications, deferred fees, and reduced applicable city standards.	Ongoing	The City currently issues building permits for solar panel installation, backup battery installation, and electric vehicle charging infrastructure under the "Rapid Permit" category and will continue to do so into the foreseeable future. The City has extended services for Solar Permits to be submitted via email and paid over the phone to expedite further the process and reduce the number of trips into City Hall to get the permit.	Keep

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE5.C	Provide public information on alternative energy technologies for residential developers, contractors, and property owners. The City will provide information on its web site and/or at City Hall regarding alternative energy technology options, possible sources of financing, and any applicable information regarding necessary local permits.	Ongoing	The City currently provides Green Building Code information upon request and has updated the City website, allowing additional information to be provided on an on-going basis.	Keep
HE5.D	Require cost-effective energy conservation measures in all new and rehabilitated housing to promote long-term affordability for occupants. The City will adopt the State's new Energy Efficiency Standards as part of any update to the California Building Standards Code and ensure that all new housing units constructed in the City meet or exceed these standards.	Tri-Annually	The City continues to work toward concurrent building code adoption along with standard building code updates. The last update being January 1, 2020, with adoption of the 2019 Code Standards.	Keep

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE5.E	Provide low-interest loans for implementation of energy conservation measures. The City will identify a source of loan funds to provide energy conservation assistance to homeowners and homebuilders. The City will continue to participate in AB-811 programs and will explore additional state and federal sources of funding to finance local energy conservation measures. Sources of state and federal funds include, but are not limited to, the California Energy Commission State Energy Program and Energy Efficiency and Conservation Block Grant Program, and the Low Income Home Energy Assistance Program.	Ongoing	No additional ability to provide loans from City funds have been identified as of yet, however the City continues to seek opportunities to assist homeowners with low-cost options for energy conservation.	Keep
HE5.F	Provide public information on alternative energy technologies for residential developers, contractors, and property owners. The City will provide information on its website and/or City Hall regarding alternative energy technology options, possible sources of financing, and any applicable information regarding necessary local permits.	Ongoing	The City currently provides Green Building Code information upon request and has recently updated the City website, allowing additional information to be provided on an on-going basis. In 2018, the City added information regarding solar panel installation, backup battery installation, and electric vehicle charging infrastructure to the City's website to ease access to the requirements and incentives available.	Delete or merge with 5.C

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
HE5.G	Require bicycle and pedestrian amenities and connectivity to surrounding areas, in all new housing developments. Support programs to develop more local and regional walking and biking trails. In addition to requiring bicycle and pedestrian connectivity in all new residential developments, the City will provide staff time in support of regional trail programs.	Ongoing	The City engaged with the Napa Valley Transportation Authority on the adoption of a county wide bicycle and pedestrian plan. Further, the City has engaged with the Vine Trail organization in an effort to assist with implementation of the best route for the trail through St Helena. The City has established a Trails Committee and a Trails and Open Space Plan to promote pedestrian connectivity has been drafted and is expected to be adopted by the City Council in 2023. Finally, it is anticipated the comprehensive zoning code update, will include additional requirements for bicycle parking.	Delete
HE5.H	Continue to apply Municipal Code provisions pertaining to water resources. City will continue to require water-efficient landscaping for new residential and commercial construction, as well as implementing the Water Use Efficiency and Use Guidelines.	Ongoing	The City has adopted a "Water Neutral" policy for all new development (Municipal Code Chapter 13.12) and continues to implement a Water Efficient Landscape Ordinance (MWELO) in keeping with anticipated State requirements.	Keep
HE6.A	Provide educational materials at City Hall, through the press and directly to interested parties to educate real estate professionals, property owners and tenants on their rights and responsibilities and the resources available to address fair housing issues.	Ongoing	The City works with Fair Housing Napa Valley to put on an annual housing workshop to highlight the rights and responsibilities of tenants and landlords, in addition to discussing affordable housing challenges generally.	Keep
HE6.B	Continue to utilize and support Fair Housing Napa Valley for implementing fair housing programs, receiving complaints, and providing referrals to available resources when necessary.	Ongoing	The City contracts with Fair Housing Napa Valley to support fair housing and allocates direct funding as part of the budget process for their assistance.	Merge with 6.A

#	Implementation Actions	Timeframe	Status of Program Implementation	Recommen-dation
Goal 3 Quantified Objective:	Assist in the acquisition of low-interest loans for rehabilitation, including energy conservation, of 10 lower-income housing units by January 31, 2023, of the end of the Housing Element planning period (two extremely low income, two very low income, three low income, and three moderate income households).	12/31/2022	City was awarded $500,000 HOME funds grant in 2017 and initiated implementation of a program to make 0-interest, 0-payment 30-year loans for rehabilitation work to owners of deed restricted homes. To date, the City has expended or committed approximately $448,000 of these funds to assist 18 low-income homeowners and continues to roll out funds as loans are repaid. The City was awarded another $500,000 in HOME funds in 2020 however the City is waiting for approval from HCD to begin processing loan requests as they review the updated guidelines and environmental documentation.	Establish new Quantified Objectives in the Housing Element Update
Goal 1- Quantified Objective:	Construct four units of affordable housing to Extremely low- income households; four units of housing affordable housing to Very Low Income households; five units for Low Income households; five units for Moderate Income households; and 13 units for above Moderate Income households by October 31, 2022 (31 total RHNA).	12/31/2022	The City has issued building permits for the Turley Flats affordable housing project, an 8-unit multifamily project with loan funding from the Affordable Housing Trust Fund (all low income). Occupancy of all units occurred in 2019. Further, the City has issued building permits for the Brenkle Court 8-unit affordable housing project (two very-low and six low income). In 2020, the City approved a deed restricted affordable housing project (four low to very-low income and one moderate income) at 963 Pope Street. The combined affordability of these units is expected to help the City make significant progress toward meeting these unit counts.	Establish new Quantified Objectives in the Housing Element Update
Goal 4 Quantified Objective:	Reduce, defer or waive fees for 18 housing units affordable to extremely low, low, very low- and moderate-income households.	12/31/2022	The City has both reduced and deferred fees (through a loan from the Affordable Housing Trust Fund) for the Turley Flats Affordable Housing Project, an 8-unit multi-family development at 1105 Pope St, the Brenkle Court 8-unit affordable housing project access off of McCorkle, and the 5-unit affordable housing project at 963 Pope Street. Combined, the City has reduced, deferred or waived fees for 21 affordable housing units as of Jan. 1, 2022.	Establish new Quantified Objectives in the Housing Element Update

3. Demographic and Economic Trends

In order to understand the current housing needs of St. Helena residents, this section examines historic, current, and projected population, household, and employment trends. The figures for St. Helena are compared with the equivalent figures for Napa County and the Bay Area, to frame the St. Helena figures within the trends of the greater region.[3]

The data for the analysis of population, household characteristics, and employment come from the last four decennial Censuses, the 2015-2019 American Community Survey, the U.S. Department of Housing and Urban Development's (HUD) 2013-2017 Comprehensive Housing Affordability Strategy, the California Department of Housing and Community Development's (HCD) 2020 5th Cycle Annual Progress Report Permit Summary, the California Department of Finance's (DoF) 2020 E-5 series, and the 2010-2021 California Employment Development Department (EDD) Local Area Unemployment Statistics.

The Association of Bay Area Governments (ABAG) supplied an HCD Preapproved Data Package that included the vast majority of the data included in this analysis. Additionally, ABAG, in coordination with Baird + Driskell Community Planning provided a Housing Needs Data Report that directly informed this section of the Needs Analysis.[4]

The Bay Area continues to see growth in both population and jobs, which means more housing of various types and sizes is needed to ensure that residents across all income levels, ages, and abilities have a place to call home. While the number of people drawn to the region over the past 30 years has steadily increased, housing production has stalled, contributing to the housing shortage that communities are experiencing today. In many cities, this has resulted in residents being priced out, increased traffic congestion caused by longer commutes, and fewer people across incomes being able to purchase homes or meet surging rents.

The 2023-2031 Housing Element Update provides a roadmap for how to meet our growth and housing challenges. Required by the state, the Housing Element identifies the existing housing conditions and community needs, reiterates goals, and creates a plan for more housing. The Housing Element is an integral part of the General Plan, which guides the policies of St. Helena.

This section presents information regarding population, household, and income trends between 2010 and 2019, with some additional analysis for the period between 2000 and 2010.

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[3] For the purposes of this Housing Needs Assessment, the Bay Area is defined to include the following counties in the Association of Bay Area Governments (ABAG): Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Sonoma, and Solano.

[4] ABAG/MTC Staff and Baird + Driskell Community Planning, Housing Needs Data Report: St. Helena, May 2021.

Key Findings

- **Population**. Generally, the population of the Bay Area continues to increase because of natural growth and the strong economy drawing new residents to the region. The population of St. Helena increased by 2.1 percent from 2000 to 2020, which is lower than the growth rate of the Bay Area.
- **Age.** In 2019, St. Helena's youth population under the age of 18 was 1,050 and senior population 65 and older was 1,636. These age groups represent 17.2 percent and 26.8 percent, respectively, of St. Helena's population.
- **Race/Ethnicity.** In 2020, 65.1 percent of St. Helena's population was White while 1.6 percent was African American, 1.3 percent was Asian, and 30.9 percent was Hispanic or Latinx. People of color in St. Helena comprise a proportion below the overall proportion in the Bay Area as a whole.
- **Employment.** St. Helena residents most commonly work in the Health & Educational Services industry. From January 2010 to January 2021, the unemployment rate in St. Helena increased by 1.3 percentage points. Since 2010, the number of jobs located in the jurisdiction decreased by 2,620 (32.4 percent). Additionally, the jobs-household ratio in St. Helena has decreased from 3.47 jobs per household in 2002 to 2.23 in 2018.

Population Trends

The Bay Area is the fifth-largest metropolitan area in the nation and has seen a steady increase in population since 1990, except for a dip during the Great Recession. Many cities in the region have experienced significant growth in jobs and population. While these trends have led to a corresponding increase in demand for housing across the region, the regional production of housing has largely not kept pace with job and population growth. Table 3 shows population growth trends. In 2020, the population of St. Helena was estimated to be 6,073. From 1990 to 2000, the population increased by 19.2 percent, while it decreased by 2.3 percent during the first decade of the 2000s. In the most recent decade, the population increased by 4.5 percent to 6,073. The population of St. Helena makes up 4.4 percent of Napa County.[5]

Table 3 Population Growth Trends

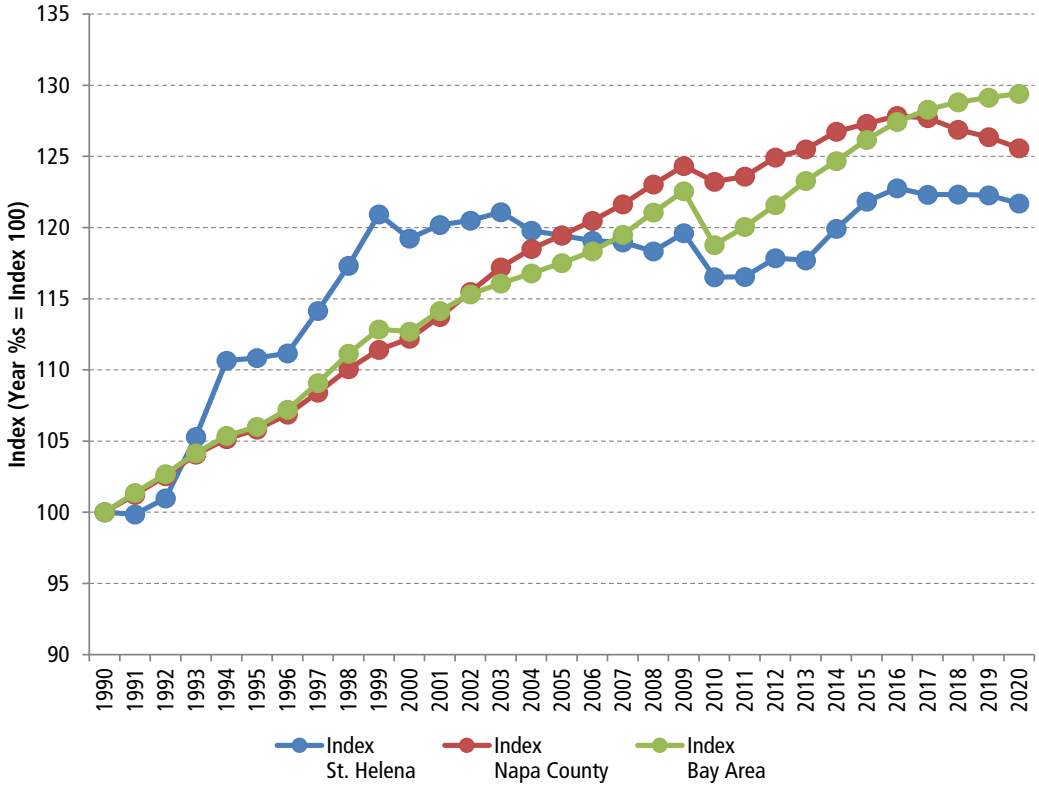
	1990	1995	2000	2005	2010	2015	2020
St. Helena	4,990	5,531	5,950	5,960	5,814	6,079	6,073
Napa County	110,765	117,216	124,279	132,314	136,484	141,010	139,088
Bay Area	6,020,147	6381961	6,784,348	7,073,912	7,150,739	7,595,694	7,790,537

Source: California Department of Finance, E-5 series, 2020.

[5] *To compare the rate of growth across various geographic scales, Figure 1 shows population for the jurisdiction, county, and region indexed to the population in the year 1990. This means that the data points represent the population growth (i.e., percent change) in each of these geographies relative to their populations in 1990.*

Figure 1 displays population growth trends indexed to the population in the year 1990. Since 2000, St. Helena's population has increased by 2.1 percent; this rate is below that of the region as a whole, at 14.8 percent. In St. Helena, roughly 8.7 percent of its population moved during the past year, a number 4.8 percentage points smaller than the regional rate of 13.4 percent.

Figure 1 Population Growth Trends, Indexed to 1990



Source: California Department of Finance, E-5 series Note: The data shown on the graph represents population for the jurisdiction, county, and region indexed to the population in the first year shown. The data points represent the relative population growth in each of these geographies relative to their populations in that year.
For some jurisdictions, a break may appear at the end of each decade (1999, 2009) as estimates are compared to census counts. DOF uses the decennial census to benchmark subsequent population estimates.
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-01.

Household Trends

As shown in Table 4, between 1990 and 2020, the number of households in St. Helena increased moderately, by an average 0.73 percent annually, however much of this growth occurred prior to the year 2000. From 1990 and 2000, the number of households increased at a rate of 2.1 percent annually. Between 2000 and 2010, this rate decreased to an increase of only 0.1 percent annually, or about 21 households per year. The rate increased slightly to an average of 0.5 percent per year between 2010 and 2020, or about 105 households per year. In

contrast, the number of Napa County households grew by one percent annually between 2010 and 2020, representing an increase of about 5,000 households per year.

Table 4 Household Trends

Household Trends	1990	2000	2010	2020	Average Annual Growth 1990-2000	Average Annual Growth 2000-2010	Average Annual Growth 2010-2020
St. Helena	2,138	2,380	2,401	2,866	1.2%	0.1%	2.0%
Napa County	41,312	45,402	48,876	48,484	1.1%	0.8%	-0.1%

Source: Census 1990, 2000, 2010, 2020.

Average Household Size

Average household size (Table 5) is a function of the number of people living in households divided by the number of occupied housing units in a given area. In general, a decline or increase in average household size signals that the population and the number of households are growing at different rates. Overall, the average household size in St. Helena was slightly smaller than in Napa County in 1990, 2000, and 2010 and considerably smaller in 2020. With the number of households growing, and a slight drop in population in St. Helena between 2000 and 2020, average household sizes fell from 2.48 to 2.38 persons per household between 2000 and 2010 and then to 2.08 persons per household by 2020. In contrast, the population in Napa County increased more rapidly than the number of households, leading to increases in the average household size from 2.62 to 2.69 persons per household between 2000 and 2010 and up to 2.78 by 2020.

Table 5 Average Household Size, St. Helena and Napa County

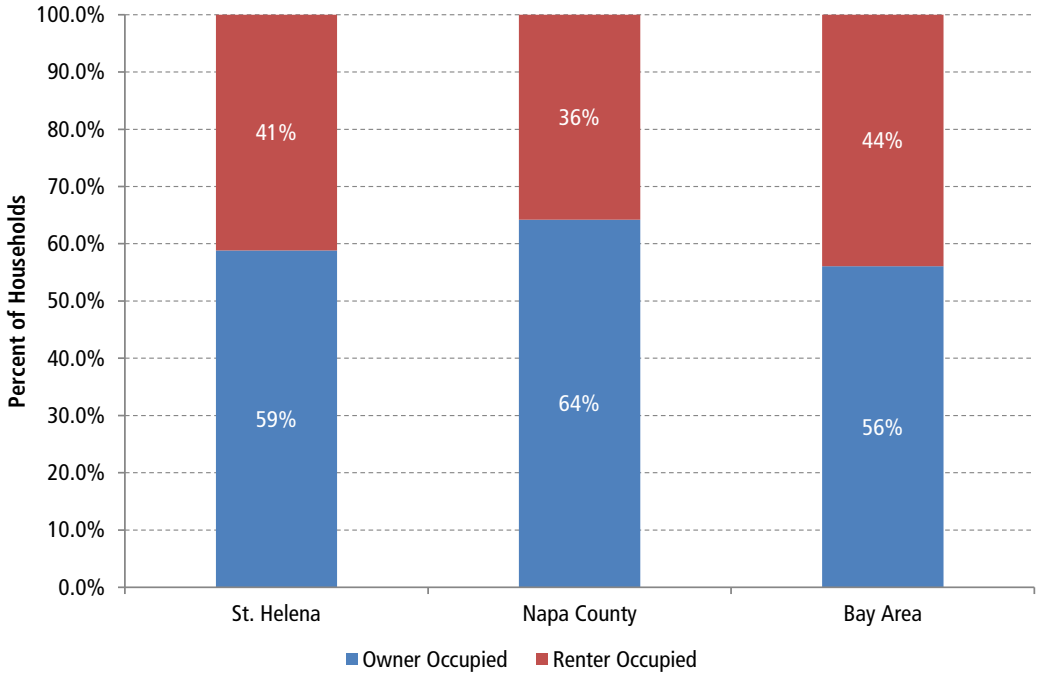
	1990	2000	2010	2020
St. Helena	2.31	2.48	2.38	2.08
Napa County	2.54	2.62	2.69	2.78

Source: Census 1990, 2000, 2010, 2020.

Household Tenure

The number of residents who own their homes compared to those who rent their homes can help identify the level of housing insecurity – ability for individuals to stay in their homes – in a city and region. Generally, renters may be displaced more quickly if prices increase. In St. Helena there are a total of 2,702 housing units, and fewer residents rent than own their homes: 41.2 percent versus 58.8 percent (Figure 2). By comparison, 35.8 percent of households in Napa County are renters, while 44 percent of Bay Area households rent their homes.

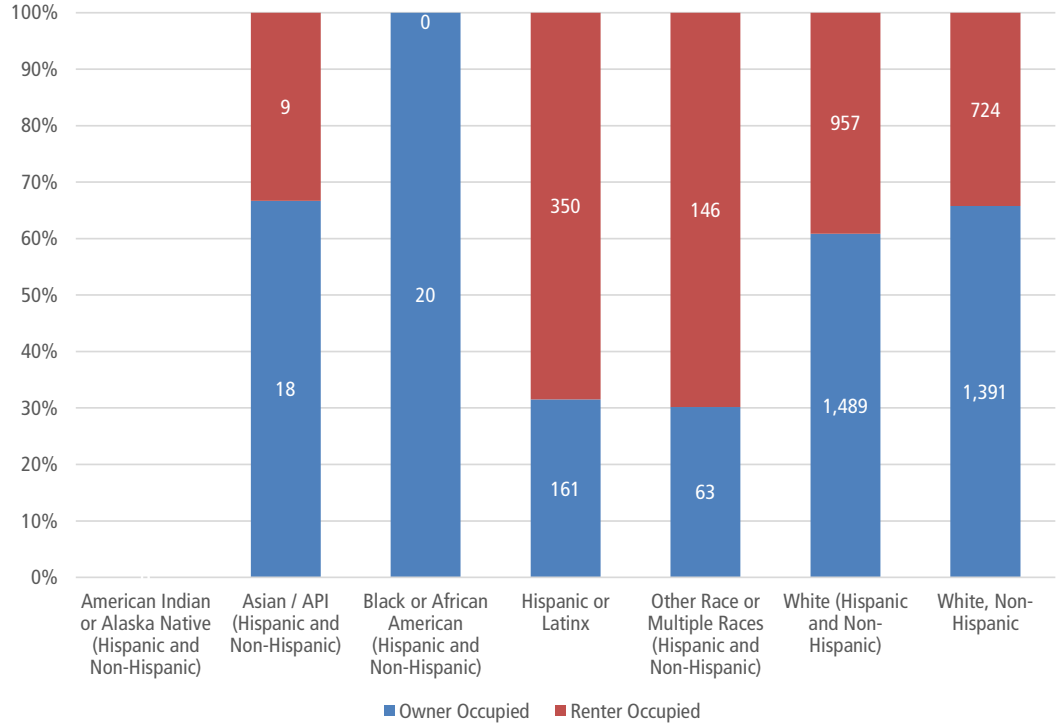
Figure 2 Housing Tenure



Universe: Occupied housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25003 For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-16.

Homeownership rates often vary considerably across race/ethnicity in the Bay Area and throughout the country. These disparities not only reflect differences in income and wealth but also stem from Federal, State, and local policies that limited access to homeownership for communities of color while facilitating homebuying for white residents. While many of these policies, such as redlining, have been formally disbanded, the impacts of race-based policy are still evident across Bay Area communities. Figure 3 shows housing tenure by race. In St. Helena, 100.0 percent of Black households owned their homes, while homeownership rates were 66.7 percent for Asian households, 31.5 percent for Hispanic or Latinx households, and 60.9 percent for White households. Notably, recent changes to state law require local jurisdictions to examine these dynamics and other fair housing issues when updating their Housing Elements.

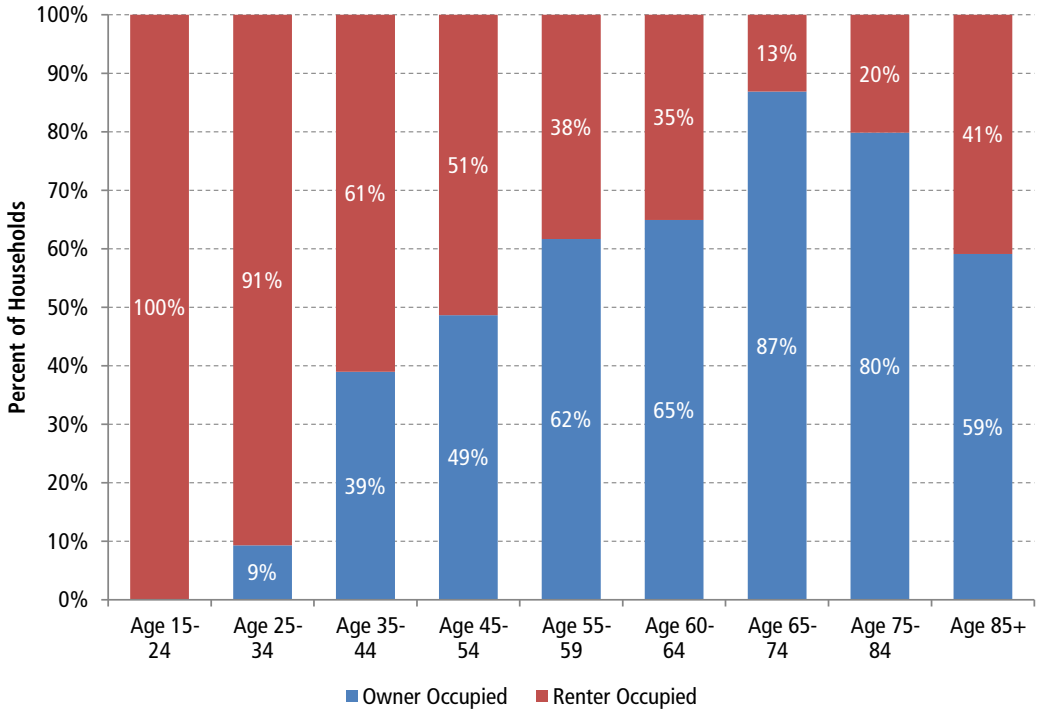
Figure 3 Housing Tenure by Race of Householder



Universe: Occupied housing units
Notes: For this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity. However, data for the white racial group is also reported for white householders who are not Hispanic/Latinx. Since residents who identify as white and Hispanic/Latinx may have very different experiences within the housing market and the economy from those who identify as white and non-Hispanic/Latinx, data for multiple white sub-groups are reported here. The racial/ethnic groups reported in this table are not all mutually exclusive. Therefore, the data should not be summed as the sum exceeds the total number of occupied housing units for this jurisdiction. However, all groups labelled "Hispanic and Non-Hispanic" are mutually exclusive, and the sum of the data for these groups is equivalent to the total number of occupied housing units.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25003(A-I)For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-20.

The age of residents who rent or own their home can also signal the housing challenges a community is experiencing. Younger households tend to rent and may struggle to buy a first home in the Bay Area due to high housing costs. At the same time, senior homeowners seeking to downsize may have limited options in an expensive housing market. In St. Helena, 75.1 percent of householders between the ages of 25 and 44 are renters, while 19.7 percent of householders over 65 are (Figure 4).

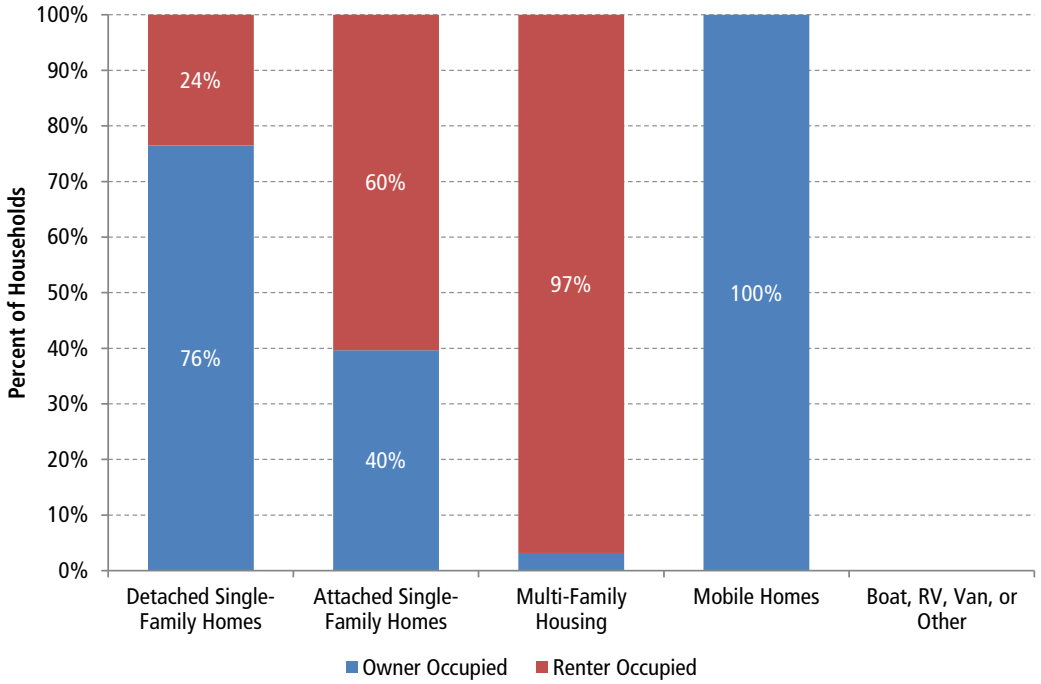
Figure 4 Housing Tenure by Age



Universe: Occupied housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25007 For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-18.

In many cities, homeownership rates for households in single-family homes are substantially higher than the rates for households in multi-family housing. In St. Helena, 76.5 percent of households in detached single-family homes are homeowners, while 3.2 percent of households in multi-family housing are homeowners (Figure 5).

Figure 5 Housing Tenure by Housing Type



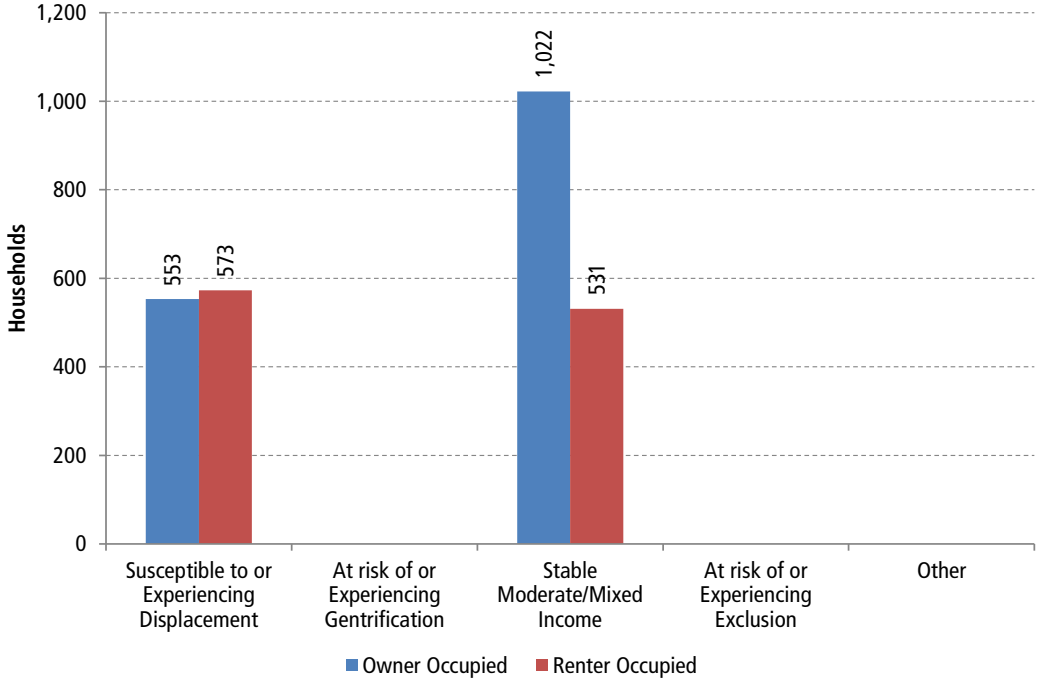
Universe: Occupied housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25032 For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-22.

Households by Displacement Risk

Because of increasing housing prices, displacement is a major concern in the Bay Area. Displacement has the most severe impacts on low- and moderate-income residents. When individuals or families are forced to leave their homes and communities, they also lose their support network.

The University of California, Berkeley has mapped all neighborhoods in the Bay area, identifying their risk for gentrification. They find that in St. Helena, 42.0 percent of households live in neighborhoods that are susceptible to or experiencing displacement and 0.0 percent live in neighborhoods at risk of or undergoing gentrification. Figure 6 shows households by displacement risk and tenure.

Figure 6 Households by Displacement Risk and Tenure



Universe: Households
Notes: Displacement data is available at the census tract level. Staff aggregated tracts up to jurisdiction level using census 2010 population weights, assigning a tract to jurisdiction in proportion to block level population weights. Total household count may differ slightly from counts in other tables sourced from jurisdiction level sources. Categories are combined as follows for simplicity: At risk of or Experiencing Exclusion: At Risk of Becoming Exclusive; Becoming Exclusive; Stable/Advanced Exclusive At risk of or Experiencing Gentrification: At Risk of Gentrification; Early/Ongoing Gentrification; Advanced Gentrification Stable Moderate/Mixed Income: Stable Moderate/Mixed Income Susceptible to or Experiencing Displacement: Low-Income/Susceptible to Displacement; Ongoing Displacement Other: High Student Population; Unavailable or Unreliable Data
Source: Urban Displacement Project for classification, American Community Survey 5-Year Data (2015-2019), Table B25003 for tenure.
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-25.

Equally important, some neighborhoods in the Bay Area do not have housing appropriate for a broad section of the workforce. UC Berkeley estimates no households in St. Helena are in neighborhoods where low-income households are likely to be excluded due to prohibitive housing costs.[6]

[6] *More information about this gentrification and displacement data is available at the Urban Displacement Project's webpage: https://www.urbandisplacement.org/. Specifically, one can learn more about the different gentrification/displacement typologies shown in Figure 18 at this link: https://www.urbandisplacement.org/sites/default/files/typology_sheet_2018_0.png. Additionally, one can view maps that show which typologies correspond to which parts of a jurisdiction here: https://www.urbandisplacement.org/san-francisco/sf-bay-area-gentrification-and-displacement*

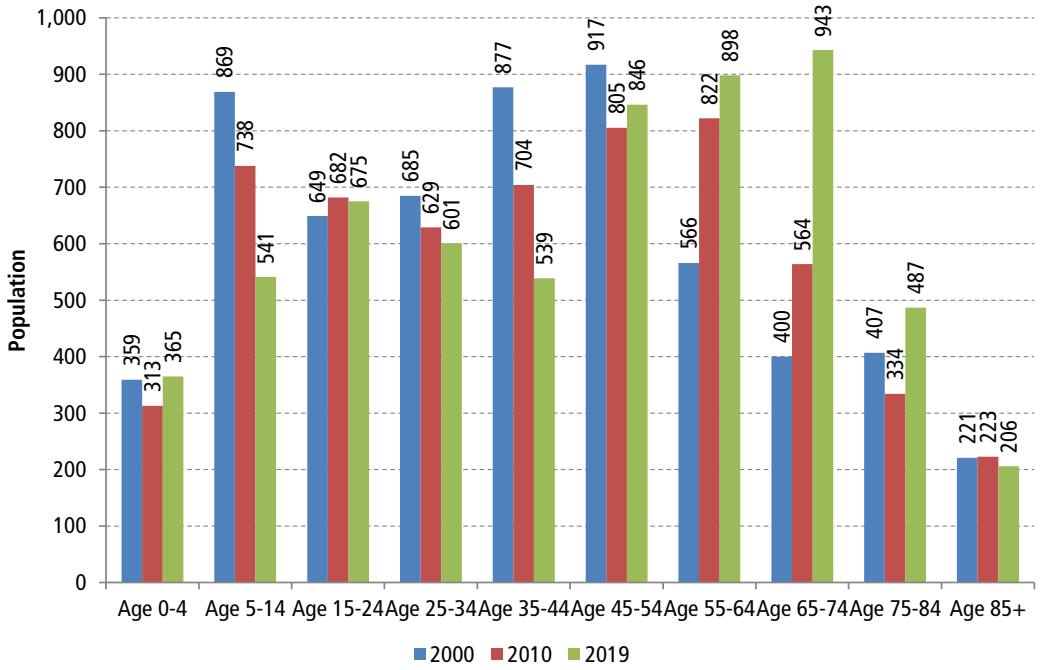
Demographic Trends

Age Distribution

The distribution of age groups in a city shapes what types of housing the community may need in the near future. An increase in the older population may mean there is a developing need for more senior housing options, while higher numbers of children and young families can point to the need for more family housing options and related services. There has also been a move by many to age-in-place or downsize to stay within their communities, which can mean more multifamily and accessible units are also needed.

Figure 7 shows population growth trends. In St. Helena, the median age in 2000 was 39.2; by 2019, this figure had increased, landing at around 49 years. More specifically, the population of those under 14 has decreased since 2010, while the 65- and-over population has increased.

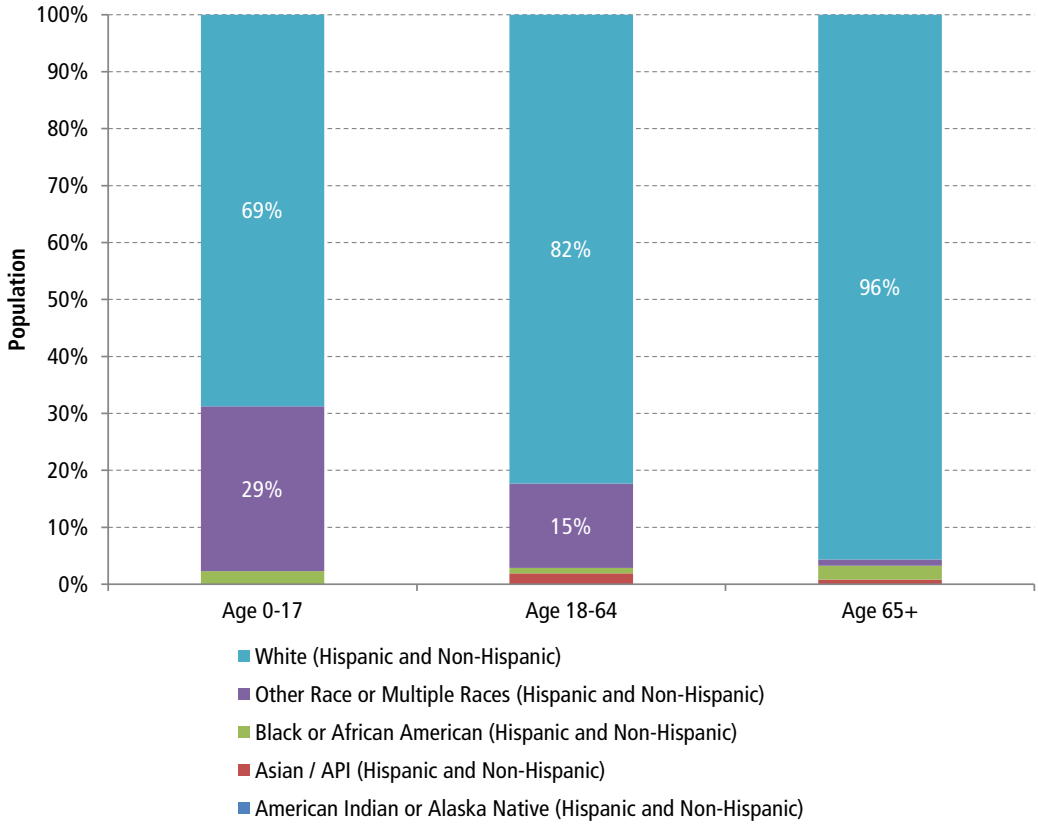
Figure 7 Population Growth Trends



Universe: Total population
Source: U.S. Census Bureau, Census 2000 SF1, Table P12; U.S. Census Bureau, Census 2010 SF1, Table P12; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-04.

Looking at the senior and youth population by race can add an additional layer of understanding, as families and seniors of color are even more likely to experience challenges finding affordable housing. People of color make up 4.3 percent of seniors and 31.2 percent of youth under 18 (Figure 8).

Figure 8 Senior and Youth Population by Race

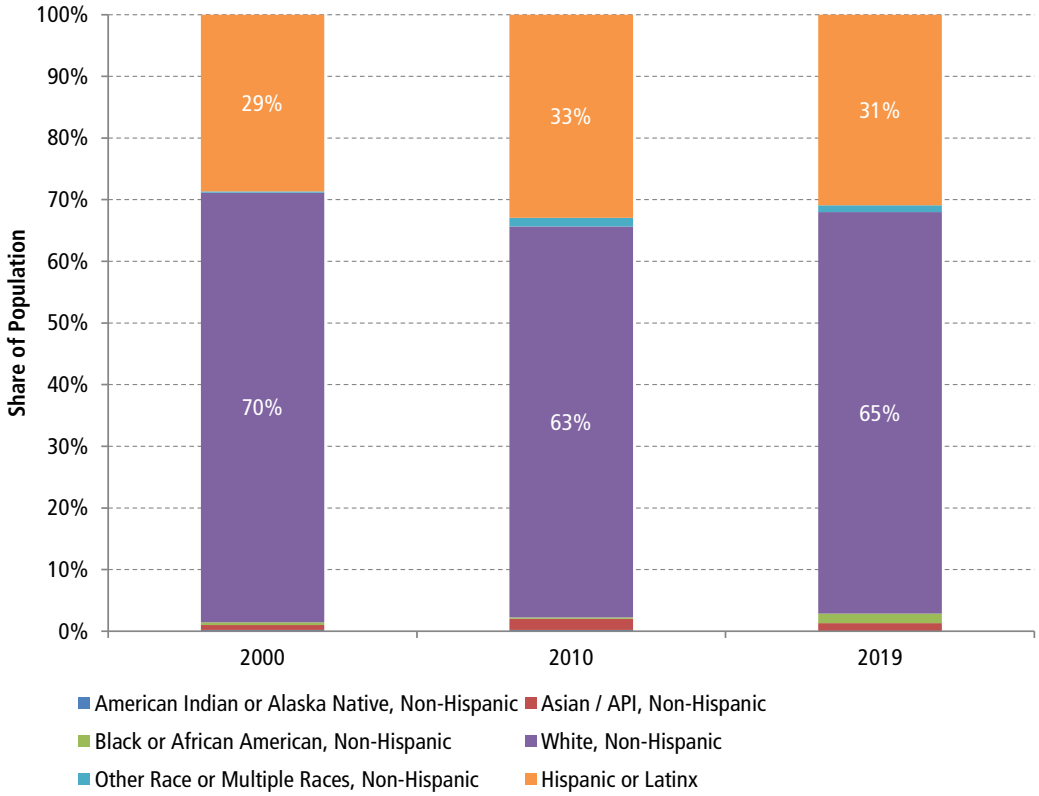


Universe: Total population
Notes: In the sources for this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity, and an overlapping category of Hispanic / non-Hispanic groups has not been shown to avoid double counting in the stacked bar chart.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001(A-G)
For the data table behind this figure, please refer to the Data Packet Workbook, Table SEN-02.

Race and Ethnicity

Understanding the racial makeup of a city and region is important for designing and implementing effective housing policies and programs. These patterns are shaped by both market factors and government actions, such as exclusionary zoning, discriminatory lending practices and displacement that has occurred over time and continues to impact communities of color today. Since 2000, the percentage of residents in St. Helena identifying as White has decreased – and by the same token the percentage of residents of all other races and ethnicities has increased – by 4.6 percent, with the 2019 population standing at 3,973. In absolute terms, the Hispanic or Latinx population increased the most while the White, Non-Hispanic population decreased the most. Figure 9 shows population trends by race.

Figure 9 Population by Race, St. Helena, 2000-2019



Universe: Total population
Notes: Data for 2019 represents 2015-2019 ACS estimates. The Census Bureau defines Hispanic/Latinx ethnicity separate from racial categories. For the purposes of this graph, the "Hispanic or Latinx" racial/ethnic group represents those who identify as having Hispanic/Latinx ethnicity and may also be members of any racial group. All other racial categories on this graph represent those who identify with that racial category and do not identify with Hispanic/Latinx ethnicity.
Source: U.S. Census Bureau, Census 2000, Table P004; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B03002
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-02.

Income

Household Income Distribution

Despite the economic and job growth experienced throughout the region since 1990, the income gap has continued to widen. California is one of the most economically unequal states in the nation, and the Bay Area has the highest income inequality between high- and low-income households in the state.[7]

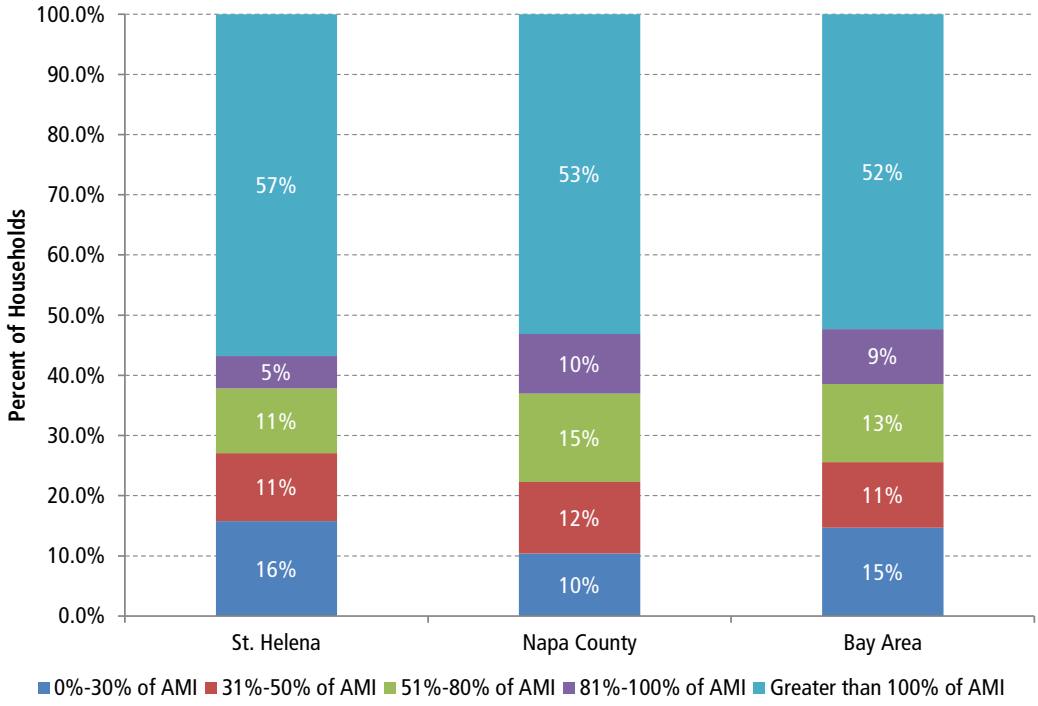
[7] *Bohn, S.et al. 2020. Income Inequality and Economic Opportunity in California. Public Policy Institute ofCalifornia.*

Household Income Categories

The Department of Housing and Urban Development defines income categories as a percentage of the Area Median Income (AMI). Households whose income equals 30 percent or less of the AMI are considered extremely low-income; households with incomes between 30 and 50 percent of the AMI are classified as very low-income; and those between 50 and 80 percent of the AFI are low-income. The CHAS data set also provides information on households earning between 80 and 100 percent of the AMI and households with incomes above 100 percent of the AMI.

In St. Helena, 56.8 percent of households make more than 100 percent of the Area Median Income (AMI)[8], compared to 15.8 percent making less than 30 percent of AMI, which is considered extremely low-income (Figure 10).

Figure 10 Households by Household Income Level



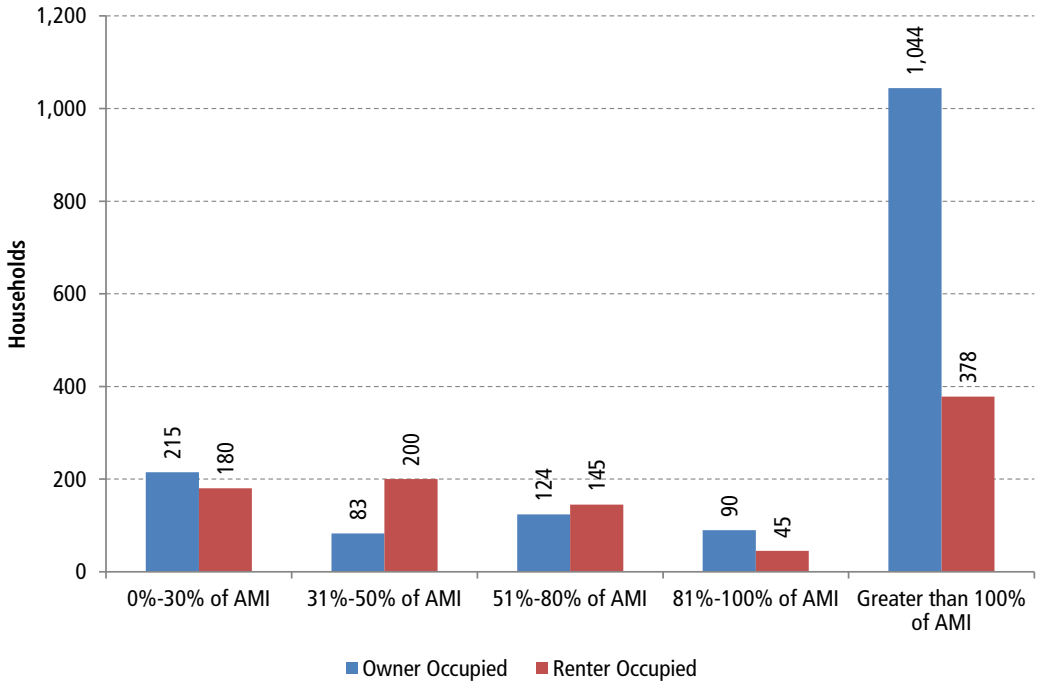
Universe: Occupied housing units
Notes: Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County),

[8] *Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). This is then adjusted for household size.*

and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located. The data that is reported for the Bay Area is not based on a regional AMI but instead refers to the regional total of households in an income group relative to the AMI for the county where that household is located. Local jurisdictions are required to provide an estimate for their projected extremely low-income households (0-30 percent AMI) in their Housing Elements. HCD's official Housing Element guidance notes that jurisdictions can use their RHNA for very low-income households (those making 0-50 percent AMI) to calculate their projected extremely low-income households. As Bay Area jurisdictions have not yet received their final RHNA numbers, this document does not contain the required data point of projected extremely low-income households. The report portion of the housing data needs packet contains more specific guidance for how local staff can calculate an estimate for projected extremely low-income households once jurisdictions receive their 6th cycle RHNA numbers.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table ELI-01.

Throughout the region, there are disparities between the incomes of homeowners and renters. Typically, the number of low-income renters greatly outpaces the amount of housing available that is affordable for these households. In St. Helena, the largest proportion of renters falls in the Greater than 100 percent of AMI income group, while the largest proportion of homeowners are found in the Greater than 100 percent of AMI group (Figure 11).

Figure 11 Household Income Level by Tenure

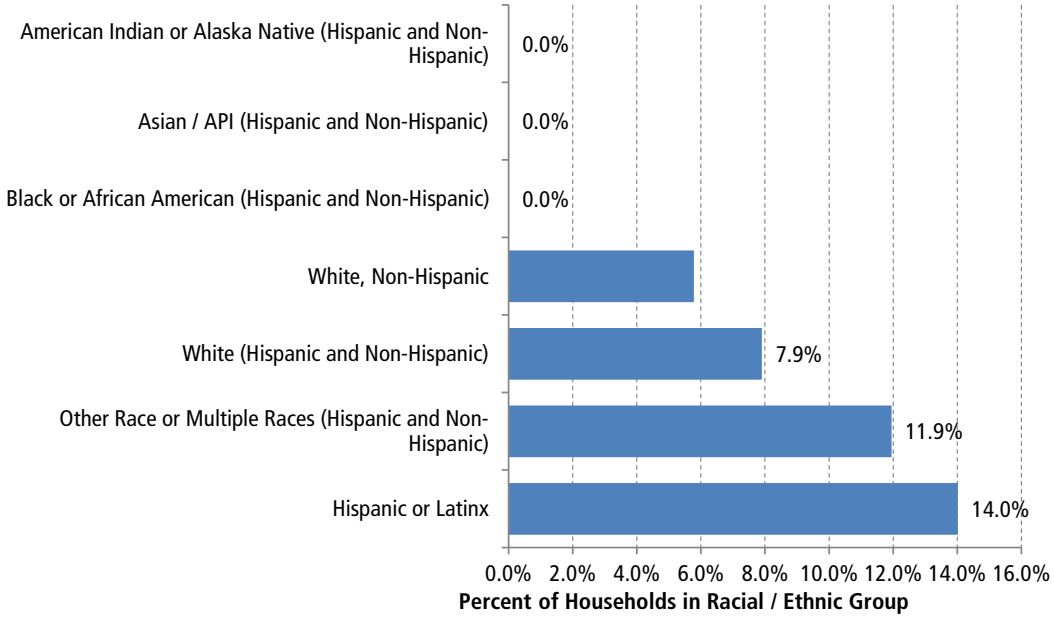


Universe: Occupied housing units
Notes: Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County),

and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-21.

Currently, people of color are more likely to experience poverty and financial instability as a result offederal and local housing policies that have historically excluded them from the same opportunities extended to white residents.[9] These economic disparities also leave communities of color at higher risk for housing insecurity, displacement or homelessness. In St. Helena, Other Race or Multiple Races (Hispanic and Non-Hispanic) residents experience the highest rates of poverty, followed by White (Hispanic and Non-Hispanic) residents (Figure 12).

Figure 12 Poverty Status by Race



Universe: Population for whom poverty status is determined
Notes: The Census Bureau uses a federally defined poverty threshold that remains constant throughout the country and does not correspond to Area Median Income. For this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity. However, data for the white racial group is also reported for white householders who are not Hispanic/Latinx. Since residents who identify as white and Hispanic/Latinx may have very different experiences within the housing market and the economy from those who identify as white and non-Hispanic/Latinx, data for multiple white sub-groups are reported here. The racial/ethnic groups reported in this table are not all mutually exclusive. Therefore, the data should not be summed as the sum exceeds the population for whom poverty status is determined for this jurisdiction. However, all groups labelled "Hispanic and Non-Hispanic" are mutually exclusive, and the sum of the data for these groups is equivalent to the population for whom poverty status is determined.

[9] *Moore, E., Montojo, N. and Mauri, N., 2019. Roots, Race & Place: A History of Racially Exclusionary Housing the San Francisco Bay Area. Hass Institute.*

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B17001(A-I) For the data table behind this figure, please refer to the Data Packet Workbook, Table ELI-03.

Extremely Low-Income Households

In St. Helena, 56.8 percent of households make more than 100 percent of the Area Median Income (AMI), compared to 15.8 percent making less than 30 percent of AMI, which is considered extremely low-income (see Figure 10). Regionally, more than half of all households make more than 100 percent AMI, while 15 percent make less than 30 percent AMI. In Napa County, 30 percent AMI is the equivalent to the annual income of $27,950 for a family of four. Many households with multiple wage earners – including food service workers, full-time students, teachers, farmworkers, and healthcare professionals – can fall into lower AMI categories due to relatively stagnant wages in many industries.

Within the Housing Element, cities must estimate the extremely low-income housing need in the community. Based on HCD guidance, the City of St. Helena estimates that approximately 52 extremely low-income housing units are needed in the planning period. This estimate was calculated based on HCD guidance, as 50 percent of the very low-income housing need, as identified by the RHNA (Table 6).

Table 6 St. Helena Regional Housing Needs Allocation

Geography	Very Low Income (<50 percent of AMI)	Low Income (50%-80 percent of AMI)	Moderate Income (80%-120 percent of AMI)	Above Moderate Income (>120 percent of AMI)
St. Helena	104	59	26	67

[1] Per HCD guidance, the extremely low-income need in St. Helena is estimated at 50 percent of the very low income RHNA requirement, or approximately 52 units.

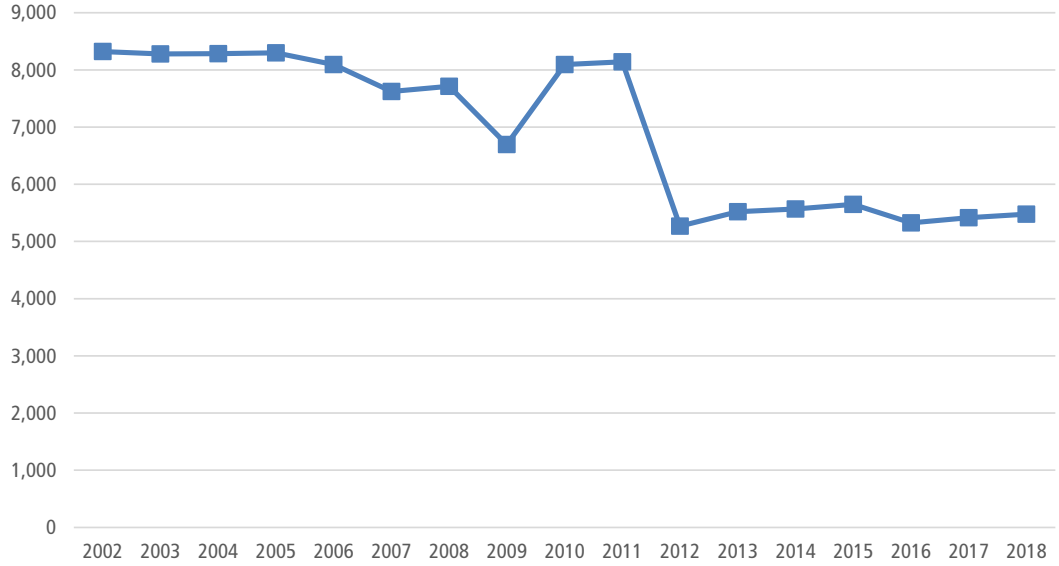
Employment Trends

Balance of Jobs and Workers

A city houses employed residents who either work in the community where they live or work elsewherein the region. Conversely, a city may have job sites that employ residents from the same city, but more often employ workers commuting from outside of it. Smaller cities typically will have more employed residents than jobs and export workers, while larger cities tend to have a surplus of jobs and import workers. To some extent the regional transportation system is set up for this flow of workers to the region's core job centers. At the same time, as the housing affordability crisis has illustrated, local imbalances may be severe, where local jobs and worker populations are out of sync at a sub-regional scale.

One measure of this is the relationship between workers and jobs. A city with a surplus of workers "exports" workers to other parts of the region, while a city with a surplus of jobs must conversely "import" them. Between 2002 and 2018, the number of jobs in St. Helena decreased by 34.2 percent (Figure 13).

Figure 13 Jobs in St. Helena



Universe: Jobs from unemployment insurance-covered employment (private, state and local government) plus United States Office of Personnel Management-sourced Federal employment
Notes: The data is tabulated by place of work, regardless of where a worker lives. The source data is provided at the census block level. These are crosswalked to jurisdictions and summarized.
Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files, 2002-2018
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-11.

There are 3,005 employed residents, and 5,476 jobs[10] in St. Helena - the ratio of jobs to resident workers is 1.82; St. Helena is a net importer of workers. Figure 14 shows the balance when comparing jobs to workers, broken down by different wage groups, offering additional insight into local dynamics. A community may offer employment for relatively low-income workers but have relatively few housing options for those workers - or conversely, it may house residents who are low wage workers but offer few employment opportunities for them. Such relationships may cast extra light on potentially pent-up demand for housing in particular price categories. A surplus of jobs relative to residents in a given wage category suggests the need to import those workers, while conversely, surpluses of workers in a wage group relative to jobs means the community will export those workers to other jurisdictions. Such flows are not inherently bad, though over time, sub-regional imbalances may appear.

St. Helena has more low-wage jobs than low-wage residents (where low-wage refers to jobs paying less than $25,000). This disparity implies that, every day, low wage workers commute to St. Helena from their residences outside of the city. At the other end of the wage spectrum, the city has more high-wage jobs than high-wage residents (where high-wage refers to jobs paying more than $75,000). This figure suggests that high-wage

[10] *Employed residents in a jurisdiction is counted by place of residence (they may work elsewhere) while jobs in a jurisdiction are counted by place of work (they may live elsewhere). The jobs may differ from those reported in Figure 5 as the source for the time series is from administrative data, while the cross-sectional data is from a survey.*

workers are also commuting into St. Helena. Since both high wage workers and low wage workers are faced with commuting into St. Helena for work, it suggests a lack of housing, both market-rate and affordable, within the city. (Figure 14).[11]

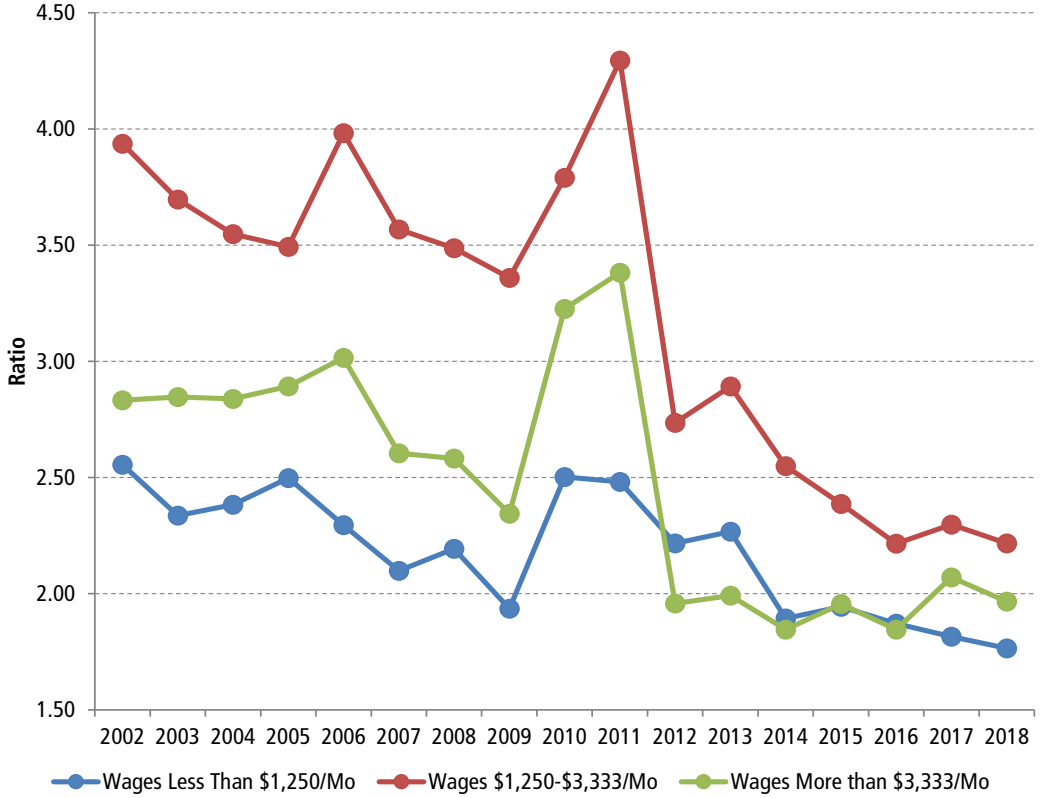
Figure 14 Workers by Earnings, by Jurisdiction as Place of Work and Place of Residence

Universe: Workers 16 years and over with earnings
Source: U.S. Census Bureau, American Community Survey 5-Year Data 2015-2019, B08119, B08519 For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-10.

Figure 15 shows the balance of a jurisdiction's resident workers to the jobs located there for different wage groups as a ratio instead - a value of one means that a city has the same number of jobs in a wage group as it has resident workers - in principle, a balance. Values above one indicate a jurisdiction will need to import workers for jobs in a given wage group. At the regional scale, this ratio is 1.04 jobs for each worker, implying a modest import of workers from outside the region (Figure 15).

[11] *The source table is top-coded at $75,000, precluding more fine grained analysis at the higher end of the wage spectrum.*

Figure 15 Jobs-Worker Ratios, By Wage Group

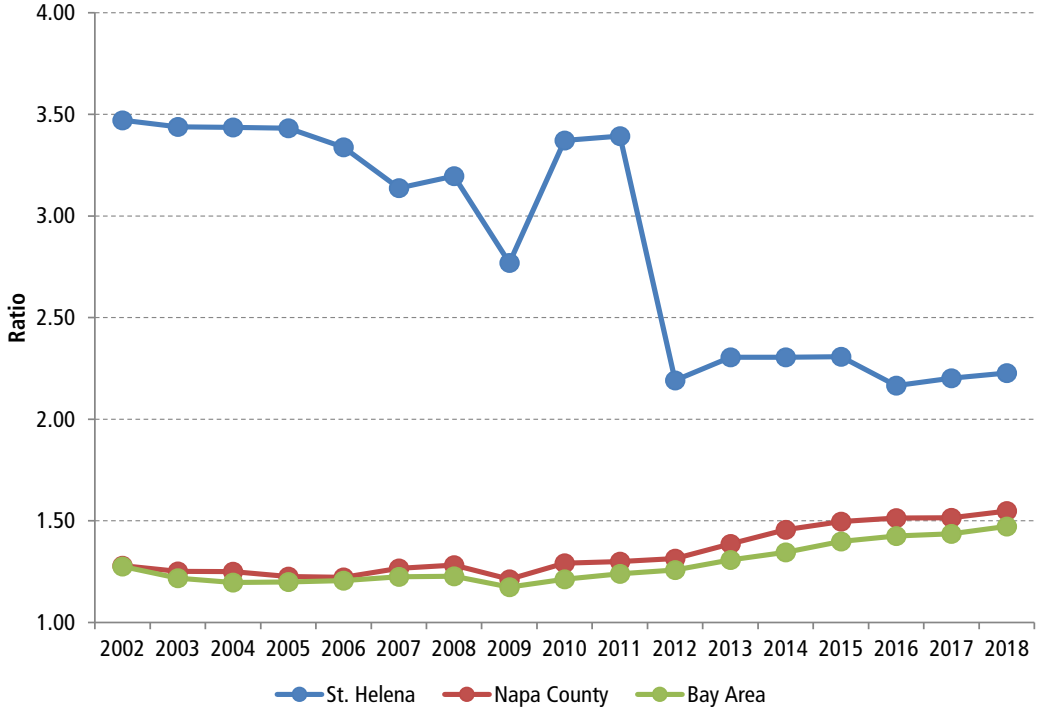


Universe: Jobs in a jurisdiction from unemployment insurance-covered employment (private, state and local government) plus United States Office of Personnel Management-sourced Federal employment
Notes: The ratio compares job counts by wage group from two tabulations of LEHD data: Counts by place of work relative to counts by place of residence. See text for details.
Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files (Jobs); Residence Area Characteristics (RAC) files (Employed Residents), 2010-2018
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-14.

Such balances between jobs and workers may directly influence the housing demand in a community. New jobs may draw new residents, and when there is high demand for housing relative to supply, many workers may be unable to afford to live where they work, particularly where job growth has been in relatively lower wage jobs. This dynamic not only means many workers will need to prepare for long commutes and time spent on the road, but in the aggregate, it contributes to traffic congestion and time lost for all road users.

If there are more jobs than employed residents, it means a city is relatively jobs-rich, typically also with a high jobs to household ratio. Thus, bringing housing into the measure, the jobs-household ratio in St. Helena has decreased from 3.47 in 2002, to 2.23 jobs per household in 2018 (Figure 16).

Figure 16 Jobs-Household Ratio

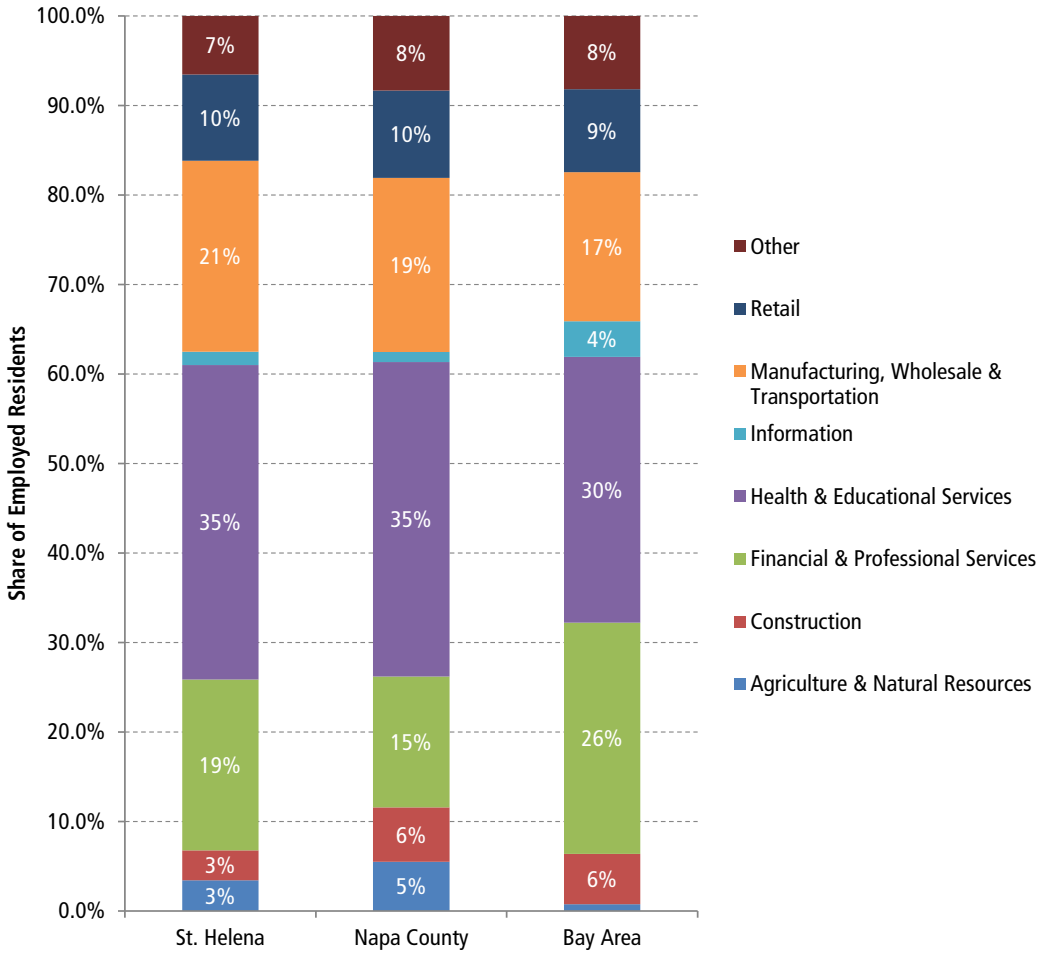


Universe: Jobs in a jurisdiction from unemployment insurance-covered employment (private, state and local government) plus United States Office of Personnel Management-sourced Federal employment; households in a jurisdiction
Notes: The data is tabulated by place of work, regardless of where a worker lives. The source data is provided at the census block level. These are crosswalked to jurisdictions and summarized. The ratio compares place of work wage and salary jobs with households, or occupied housing units. A similar measure is the ratio of jobs to housing units. However, this jobs-household ratio serves to compare the number of jobs in a jurisdiction to the number of housing units that are actually occupied. The difference between a jurisdiction's jobs-housing ratio and jobs-household ratio will be most pronounced in jurisdictions with high vacancy rates, a high rate of units used for seasonal use, or a high rate of units used as short-term rentals.
Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files (Jobs), 2002-2018; California Department of Finance, E-5 (Households)
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-13.

Employment by Industry

In terms of sectoral composition, the largest industry in which St. Helena residents work is Health & Educational Services, and the largest sector in which Napa residents work is Health & Educational Services (Figure 17). For the Bay Area as a whole, the Health & Educational Services industry employs the most workers of any sector.

Figure 17 Resident Employment by Industry

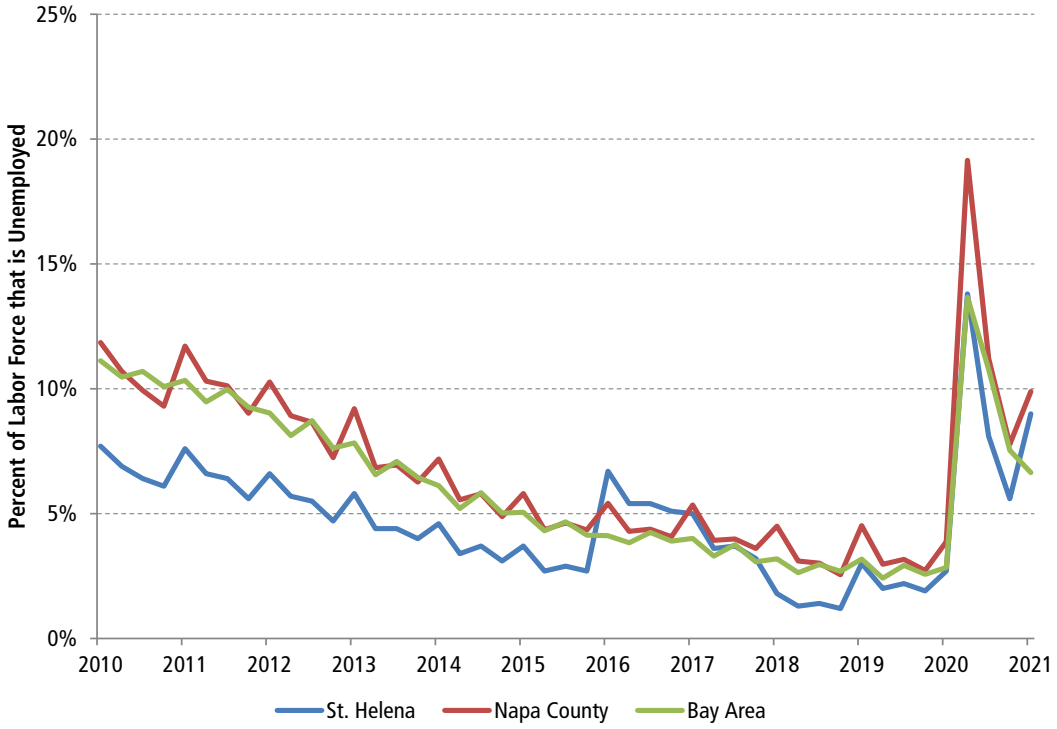


Universe: Civilian employed population age 16 years and over
Notes: The data displayed shows the industries in which jurisdiction residents work, regardless of the location where those residents are employed (whether within the jurisdiction or not). Categories are derived from the following source tables: Agriculture & Natural Resources: C24030_003E, C24030_030E; Construction: C24030_006E, C24030_033E; Manufacturing, Wholesale & Transportation: C24030_007E, C24030_034E, C24030_008E, C24030_035E, C24030_010E, C24030_037E; Retail: C24030_009E, C24030_036E; Information: C24030_013E, C24030_040E; Financial & Professional Services: C24030_014E, C24030_041E, C24030_017E, C24030_044E; Health & Educational Services: C24030_021E, C24030_024E, C24030_048E, C24030_051E; Other: C24030_027E, C24030_054E, C24030_028E, C24030_055E
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table C24030 For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-06.

Unemployment

Figure 18 shows the unemployment rate for St. Helena, Napa County, and the Bay Area. In St. Helena, there was a 1.3 percentage point increase in the unemployment rate between January 2010 and January 2021. Jurisdictions throughout the region experienced a sharp rise in unemployment in 2020 due to impacts related to the COVID-19 pandemic, though with a general improvement and recovery in the later months of 2020.

Figure 18 Unemployment Rate



Universe: Civilian noninstitutional population ages 16 and older
Notes: Unemployment rates for the jurisdiction level is derived from larger-geography estimates. This method assumes that the rates of change in employment and unemployment are exactly the same in each sub-county area as at the county level. If this assumption is not true for a specific sub-county area, then the estimates for that area may not be representative of the current economic conditions. Since this assumption is untested, caution should be employed when using these data. Only not seasonally-adjusted labor force (unemployment rates) data are developed for cities and CDPs.
Source: California Employment Development Department, Local Area Unemployment Statistics (LAUS), Sub-county areas monthly updates, 2010-2021.
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-15.

4. Population and Employment Projections

This section uses population, household, and employment projections provided by the Association of Bay Area Governments (ABAG), the California Department of Finance (DoF), and Plan Bay Area. Data specific to St. Helena is used when available (typically from Plan Bay Area 2040) and is supplemented by regional projections for North Napa County (Calistoga, St. Helena, and Yountville) and the Bay Area, available through the recently (2021) released Plan Bay Area 2050.

Key Findings

- ABAG anticipates much higher growth across the Bay Area than in St. Helena. While Plan Bay Area 2050 projects a 35 percent increase in total population from 2015 to 2050 (approximately 2.7 million new residents) across the nine counties of the Bay Area, it projects less than one percent growth in Calistoga, St. Helena, and Yountville.

Population

While Plan Bay Area 2050 does not provide jurisdiction-specific population projections, Plan Bay Area 2040 (2017) projected a 17 percent increase in total population from 2010 to 2040 for St. Helena, which translates to 1,550 new residents, as shown in Table 7. Countywide, Plan Bay Area 2040 projected a similar increase of 16 percent for Napa County.

Table 7 St. Helena, Population Totals and Projections, 2010-2040, Plan Bay Area 2040

Year	2010	2015	2020	2025	2030	2035	2040	Percent Change (2010-2040)
St. Helena	5,830	5,920	6,085	6,415	6,655	6,715	6,800	+17%
Napa County	135,880	136,885	141,240	146,130	151,445	155,860	158,050	+16%

Source: Plan Bay Area 2040.

For comparison, the DoF projects a countywide increase of seven percent in total population between 2010 to 2050, which translates to 9,463 new Napa County residents (Table 8).

Table 8 Department of Finance Population Projections, Napa County, 2010-2050

Year	2010	2015	2020	2025	2030	2035	2040	2045	2050	Percent Change
St. Helena	136,587	141,390	138,711	140,748	143,223	145,444	146,602	146,641	146,050	+7%

Source: California Department of Finance. Demographic Research Unit. Report P-2A: Total Population Projections, California Counties, 2010-2060 (Baseline 2019 Population Projections; Vintage 2020 Release). Sacramento: California. July 2021.

ABAG anticipates much higher growth across the Bay Area then in St. Helena. While Plan Bay Area 2050 projects a 35 percent increase in total population from 2015 to 2050 (approximately 2.7 million new residents)

across the nine counties of the Bay Area, the Plan projects less than one percent growth in the North Napa County superdistrict (including Calistoga, St. Helena, and Yountville). Table 9 and Figure 19 show Plan Bay Area 2050 population projections for the Bay Area. While the Plan includes this regional population totals, data for individual subregions, termed superdistricts, is provided for households and jobs rather than population. For more information, please see the discussions on household and job projections below.

Table 9 Plan Bay Area 2050 Population Projections, Bay Area, 2015-2050

	2015	2020	2025	2030	2035	2040	2045	2050	Percent Change
Bay Area	7,660,000	7,940,000	8,230,000	8,560,000	9,010,000	9,490,000	9,930,000	10,330,000	+35%

Source: California Department of Finance. Demographic Research Unit. Report P-2A: Total Population Projections, California Counties, 2010-2060 (Baseline 2019 Population Projections; Vintage 2020 Release). Sacramento: California. July 2021.

Figure 19 Bay Area, Population Totals and Projections, 1990-2050, Plan Bay Area 2050.

Source: Plan Bay Area 2050.

Households

In 2017, Plan Bay Area 2040 projected a one percent increase in total households from 2010-2040 in St. Helena, which translates to 300 or more new households (Table 10). Similarly, Plan Bay Area 2050 projects that the number of households in the Northern Napa County superdistrict (including Calistoga, St. Helena, and Yountville) will grow by less than one percent by 2050, compared to 51 percent growth in the projected number of households in the Bay Area (Table 11).

Table 10 Table 2: St. Helena, Household Totals and Projections, 2010-2040, Plan Bay Area 2040

	2010	2015	2020	2025	2030	2035	2040
Total Households	2,150	2,400	2,425	2,490	2,620	2,705	2,700

For 2010, the base year, a tabulation from the 2010 pre-run microdata, designed to approximate (but may still differ from) Census 2010 counts, is used. Numbers may not add to totals due to rounding. 2015 are modeled estimates, not observed.
Source: Plan Bay Area 2040.

Table 11 Household Projections by Region, 2015-2050

Region	2015	2050	Growth	Percent Growth	Share of Regional Growth
North Napa County	16,000	16,000	0	<1%	0%
Bay Area	2,677,000	4,043,000	1,366,000	+51%	100%

Source: Plan Bay Area 2050.

Jobs

According to Plan Bay Area 2040, ABAG projected in increase of 280 jobs (five percent increase) between 2010 and 2040, which calculates to an annual average growth rate of 0.8 percent (Table 12). Employment is projected to increase in three categories: retail (+27 percent), Information, Government, and Construction (+12 percent), and Health, Educational, and Recreational Services Jobs (+5 percent). In contrast, ABAG expects that employment in the areas of manufacturing and wholesale; agriculture and natural resources, and financial and professional services to stagnate or slightly decrease. Countywide, Plan Bay Area 2040 projected an increase of 12,765 jobs (18 percent increase) at annual average employment growth rate of 2.8 percent in the same time period.

Table 12 Job Totals and Projections, St. Helena and Napa County, 2010-2040

Year	2010	2015	2020	2025	2030	2035	2040	Percent Change (2010-2040)
St. Helena	5,700	5,750	5,765	5,805	5,820	5,820	5,980	5%
Napa County	70,680	70,880	71,905	72,580	74,255	77,260	83,355	18%

Source: Plan Bay Area 2040.

Plan Bay Area 2050, however, projects that employment in the North Napa County superdistrict will decrease by 4,000 jobs by 2050 (Table 13). Employment in the region is assumed to be constrained based on limited job centers and transit options, as well as current and potential future wildfire impacts. Regionally however, the Bay Area job totals are projected to increase by 35 percent between 2015 and 2050, which coincides with the expected Bay Area population growth during that time (also 35 percent). This increase translates to 1,403,000 new jobs.

Table 13 Job Totals and Projections, North Napa County and the Bay Area, 2015-2050

Region	2015	2050	Growth	Percent Growth	Share of Regional Growth
North Napa County	24,000	20,000	-4,000	<1%	0%
Bay Area	4,005,000	5,408,000	1,403,000	35%	100%

Source: Plan Bay Area 2050.

5. Housing Conditions

The following section details the housing conditions in St. Helena and, where available, compares the data to Napa County and the Bay Area. Data sources include the Census, the American Community Survey, DoF, HUD, including the Comprehensive Housing Affordability Strategy (CHAS) dataset, and HCD).

ABAG supplied an HCD Preapproved Data Package that provided much of the data included in this analysis for the City. Additionally, ABAG, in coordination with Baird + Driskell Community Planning provided a Housing Needs Data Report that directly informed this section of the Needs Analysis.[12]

Key Findings

- **Number of Homes.** The number of new homes built in the Bay Area has not kept pace with the demand, resulting in longer commutes, increasing prices, and exacerbating issues of displacement and homelessness. The number of homes in St. Helena increased, 4.4 percent from 2010 to 2020, which is above the growth rate for Napa County and below the growth rate of the region's housing stock during this time period.

- **Home Prices.** A diversity of homes at all income levels creates opportunities for all St. Helena residents to live and thrive in the community.

  - **Ownership.** The largest proportion of homes had a value in the range of $1 million-$1.5 million in 2019. Home prices increased by 118.2 percent from 2010 to 2020.

  - **Rental Prices.** The typical contract rent for an apartment in St. Helena was $1,470 in 2019. Rental prices increased by 15.7 percent from 2009 to 2019. To rent a typical apartment without cost burden, a household would need to make $59,160 per year.

- **Housing Type.** It is important to have a variety of housing types to meet the needs of a community today and in the future. In 2020, 63.9 percent of homes in St. Helena were single family detached, 6.1 percent were single family attached, 6.2 percent were small multifamily (2-4 units), and 18.4 percent were medium or large multifamily (5+ units). Between 2010 and 2020, the number of single-family units increased more than multi-family units. Generally, in St. Helena, the share of the housing stock that is detached single family homes is above that of other jurisdictions in the region.

- **Vacancy Rate.** Vacant units make up 17.4 percent of the overall housing stock in St. Helena. The rental vacancy rate stands at 3.1 percent, while the ownership vacancy rate is 5.3 percent. Of the vacant units, the most common type of vacancy is for seasonal, recreational, or occasional use. This statistic highlights how St. Helena contains many "second homes," which may sit unoccupied for a majority of the year. Additionally, with the increasing popularity of short-term rental sites, such as

[12] *ABAG/MTC Staff and Baird + Driskell Community Planning, Housing Needs Data Report: St. Helena, May 2021.*

AirBNB, at vacation destinations such as Napa Valley, many homes may be vacant in the sense of not having permanent residents.

- **Overcrowding.** Overcrowding often disproportionately impacts low-income households. 2.5 percent of very low-income households (below 50 percent AMI) experience severe overcrowding, while none of the households above 100 percent of the AMI experience this level of overcrowding.

- **Cost Burden.** The U.S. Department of Housing and Urban Development considers housing to be affordable for a household if the household spends less than 30 percent of its income on housing costs. A household is considered "cost-burdened" if it spends more than 30 percent of its monthly income on housing costs, while those who spend more than 50 percent of their income on housing costs are considered "severely cost-burdened." In St. Helena, 21.1 percent of households spend 30-50 percent of their income on housing, while 16.6 percent of households are severely cost burden and use the majority of their income for housing. Lower-income, Latinx, and large households are disproportionally impacted by housing cost burdens.[13]

Existing Housing Conditions

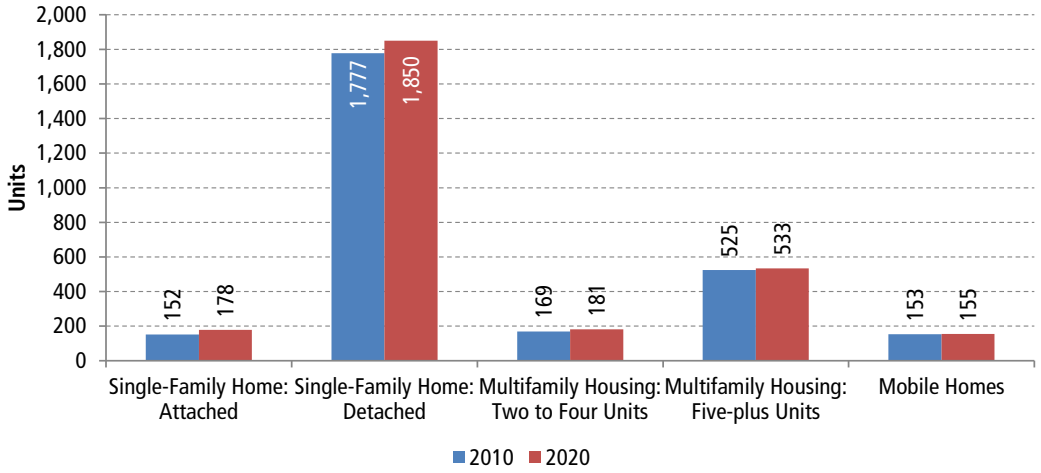
Housing Stock Characteristics

In recent years, most housing produced in the region and across the state consisted of single-family homes and larger multi-unit buildings. However, some households are increasingly interested in "missing middle housing" – including duplexes, triplexes, townhomes, cottage clusters and accessory dwelling units (ADUs). These housing types may open up more options across incomes and tenure, from young households seeking homeownership options to seniors looking to downsize and age-in-place.

The housing stock of St. Helena in 2020 was made up of 63.9 percent single family detached homes, 6.1 percent single family attached homes, 6.2 percent multifamily homes with two to four units, 18.4 percent multifamily homes with five or more units, and 5.4 percent mobile homes (Figure 20). In St. Helena, the housing type that experienced the most growth between 2010 and 2020 was the detached single-family home.

[13] *Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25070; U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release.*

Figure 20 Housing Type Trends



Universe: Housing units
Source: California Department of Finance, E-5 series
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-01.

Age of Housing Stock

Production has not kept up with housing demand for several decades in the Bay Area, as the total number of units built and available has not come close to meeting the population and job growth experienced throughout the region. According to American Community Survey estimates, in St. Helena, the largest proportion of the housing stock was built 1960 to 1979, with 1,217 units constructed during this period (Figure 21). Since 2010, 1.9 percent of the current housing stock was built, which is 63 units. Between 2015 and 2019, 74 housing units were issued permits in St. Helena. During this time, 73.0 percent of permits issued in St. Helena were for above moderate-income housing, 5.4 percent were for moderate-income housing, and 21.6 percent were for low- or very low-income housing (Table 14).

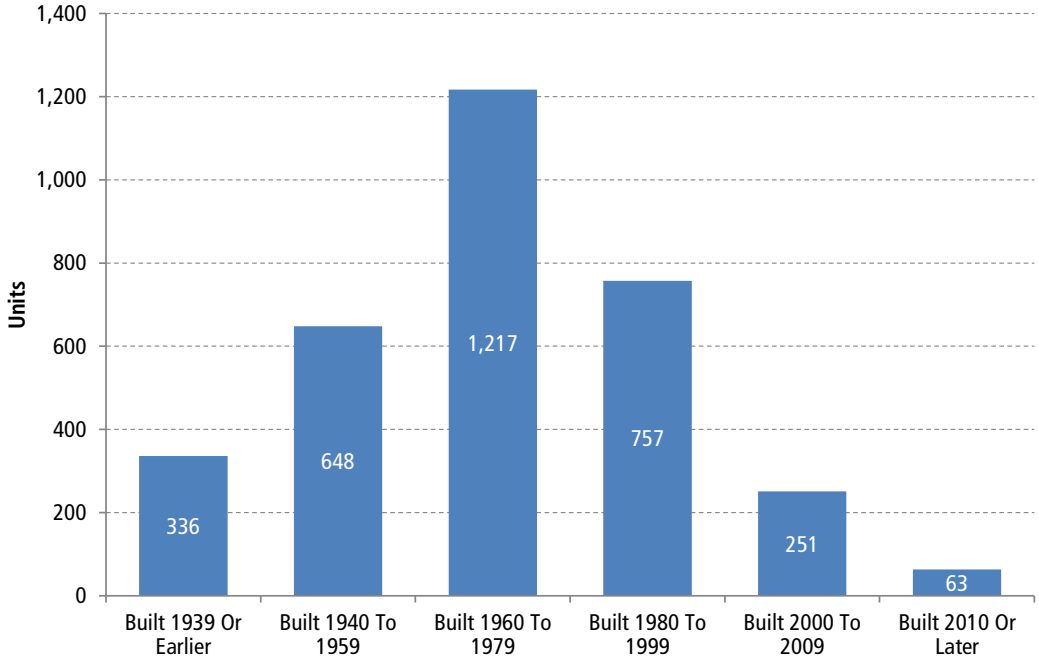
Table 14 Housing Permitting from 2015-2019 St. Helena

Income Group	Value
Above Moderate-Income Permits	54
Low Income Permits	9
Very Low-Income Permits	7
Moderate Income Permits	4

Source: California Department of Housing and Community Development (HCD), 5th Cycle Annual Progress Report Permit Summary (2020)

According to City records, however, these American Community Survey estimates are low. As reported in Table 1 above, the City permitted 110 units between 2015 and 2021, of which all units have been constructed.

Figure 21 Housing Units by Year Structure Built



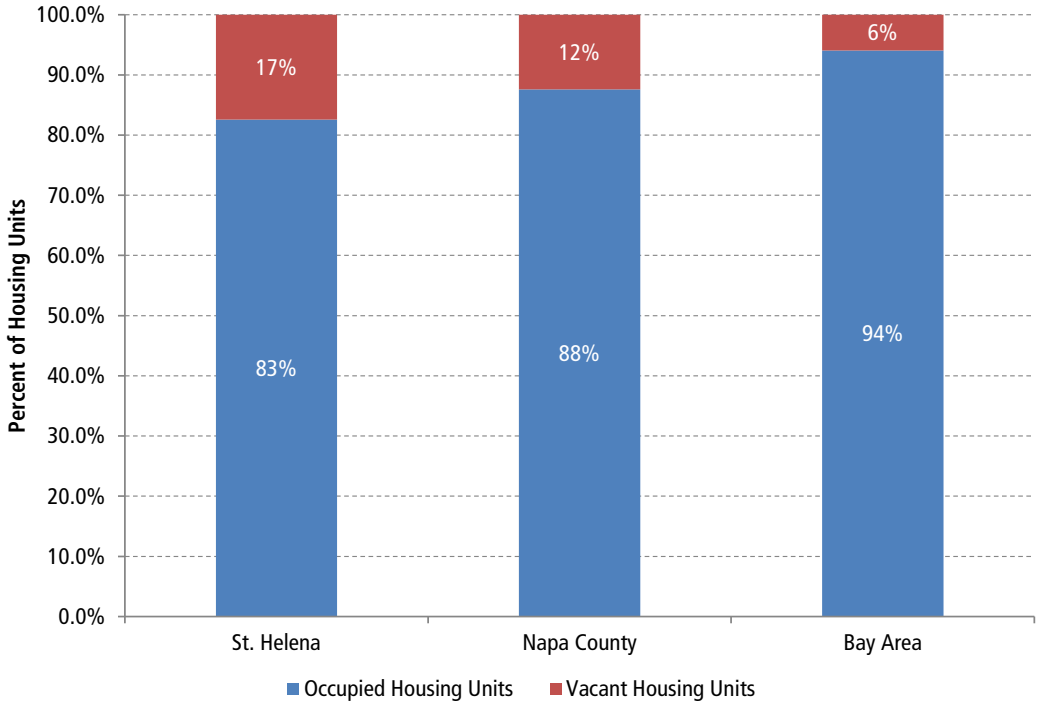
Universe: Housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25034 For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-04.

Occupancy Rates

Vacant units make up 17.4 percent of the overall housing stock in St. Helena (Figure 22). The rental vacancy rate stands at 3.1 percent, while the ownership vacancy rate is 5.3 percent. Of the vacant units, the most common type of vacancy is for seasonal, recreational, or occasional use. Figure 23 shows the distribution of vacancies by type.[14]

[14] *The vacancy rates by tenure is for a smaller universe than the total vacancy rate first reported, which in principle includes the full stock (17.4%). The vacancy by tenure counts are rates relative to the rental stock (occupied and vacant) and ownership stock (occupied and vacant) - but exclude a significant number of vacancy categories, including the numerically significant other vacant.*

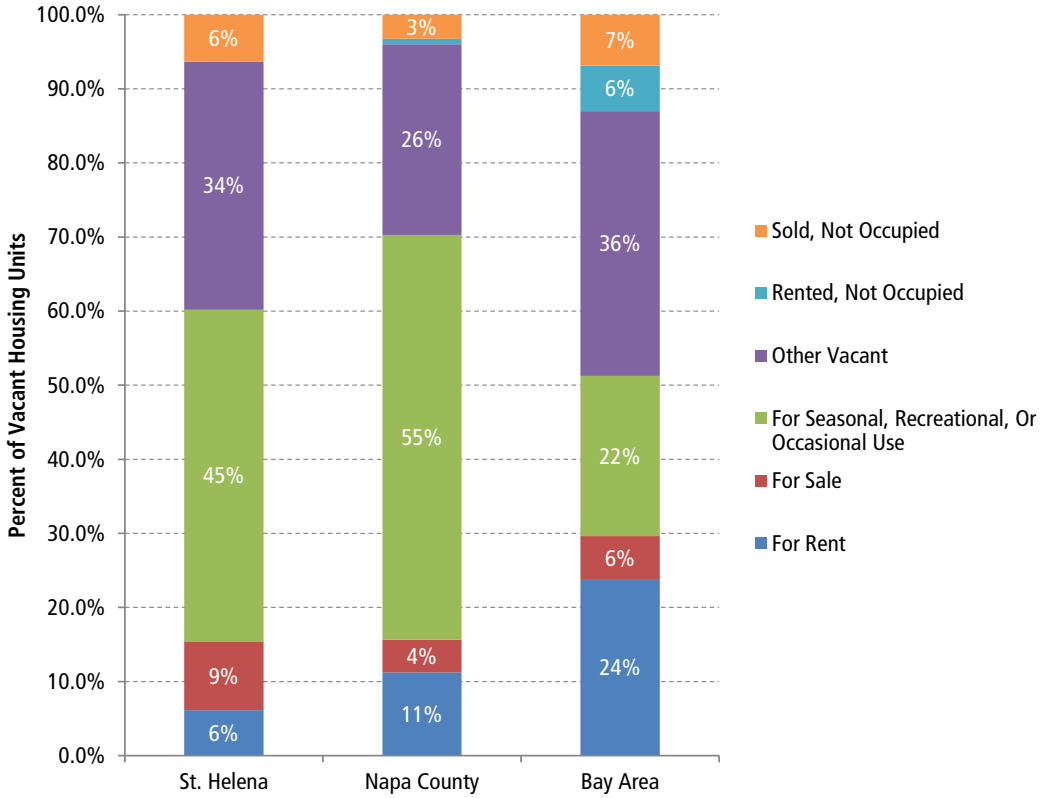
Figure 22 Occupancy Status



Universe: Housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25002Throughout the Bay Area, vacancies make up 2.6 percent of the total housing units, with homes listed for rent; units used for recreational or occasional use, and units not otherwise classified (other vacant) making up the majority of vacancies. The Census Bureau classifies a unit as vacant if no one is occupying it when census interviewers are conducting the American Community Survey or Decennial Census. Vacant units classified as "for recreational or occasional use" are those that are held for short- term periods of use throughout the year. Accordingly, vacation rentals and short-term rentals like AirBnB are likely to fall in this category. The Census Bureau classifies units as "other vacant" if they are vacant due to foreclosure, personal/family reasons, legal proceedings, repairs/renovations, abandonment, preparation for being rented or sold, or vacant for an extended absence for reasons such as a work assignment, military duty, or incarceration.[15] In a region with a thriving economy and housing market like the Bay Area, units being renovated/repaired and prepared for rental or sale are likely to represent a large portion of the "other vacant" category.

[15] *For more information, see pages 3 through 6 of this list of definitions prepared by the Census Bureau: https://www.census.gov/housing/hvs/definitions.pdf.*

Figure 23 Vacant Units by Type



Universe: Vacant housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25004 For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-03.

Throughout the Bay Area, vacancies make up 2.6 percent of the total housing units, with homes listed for rent; units used for recreational or occasional use, and units not otherwise classified (other vacant) making up the majority of vacancies. The Census Bureau classifies a unit as vacant if no one is occupying it when census interviewers are conducting the American Community Survey or Decennial Census. Vacant units classified as "for recreational or occasional use" are those that are held for short- term periods of use throughout the year. Accordingly, vacation rentals and short-term rentals like AirBnB are likely to fall in this category. The Census Bureau classifies units as "other vacant" if they are vacant due to foreclosure, personal/family reasons, legal proceedings, repairs/renovations, abandonment, preparation for being rented or sold, or vacant for an extended absence for reasons such as a work assignment, military duty, or incarceration. In a region with a thriving economy and housing market like the Bay Area, units being renovated/repaired and prepared for rental or sale are likely to represent a large portion of the "other vacant" category

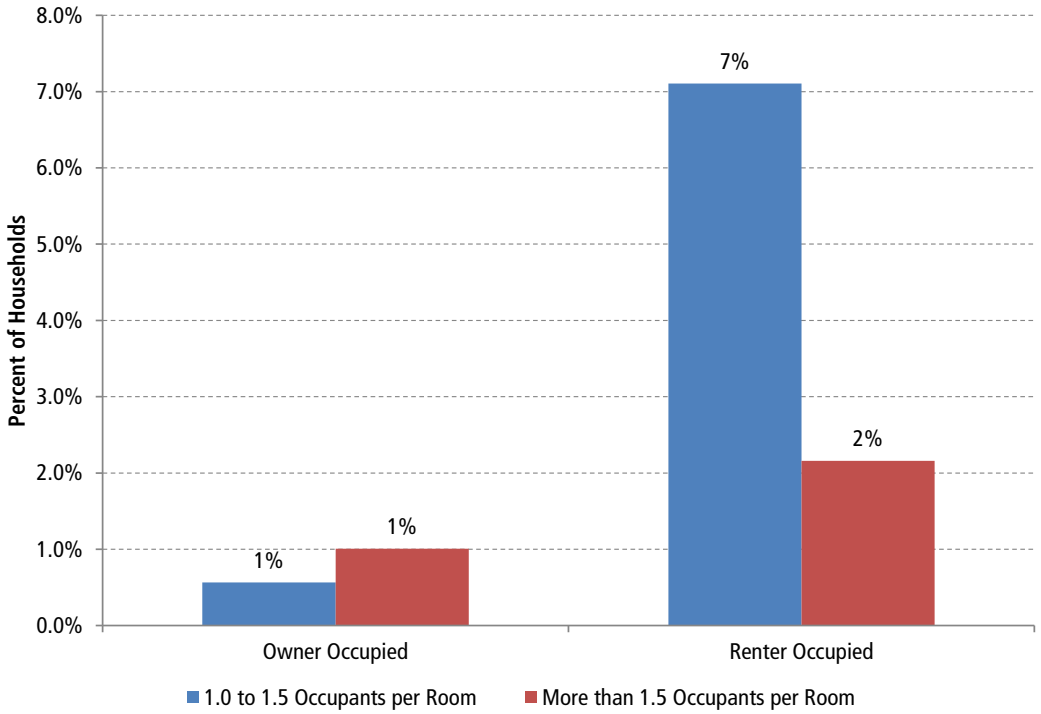
Overcrowding

Overcrowding occurs when the number of people living in a household is greater than the home was designed to accommodate. There are several different standards for defining overcrowding, but this report uses the Census Bureau definition, which is more than one occupant per room (not including bathrooms or kitchens).

Additionally, the Census Bureau considers units with more than 1.5 occupants per room to be severely overcrowded.

Overcrowding is often related to the cost of housing and can occur when demand in a city or region is high. In many cities, overcrowding is seen more amongst those that are renting, with multiple households sharing a unit to make it possible to stay in their communities. In St. Helena, 2.2 percent of households that rent are severely overcrowded (more than 1.5 occupants per room), compared to 1.0 percent of households that own (Figure 24). In St. Helena, 7.1 percent of renters experience moderate overcrowding (1 to 1.5 occupants per room), compared to 0.6 percent for those own.

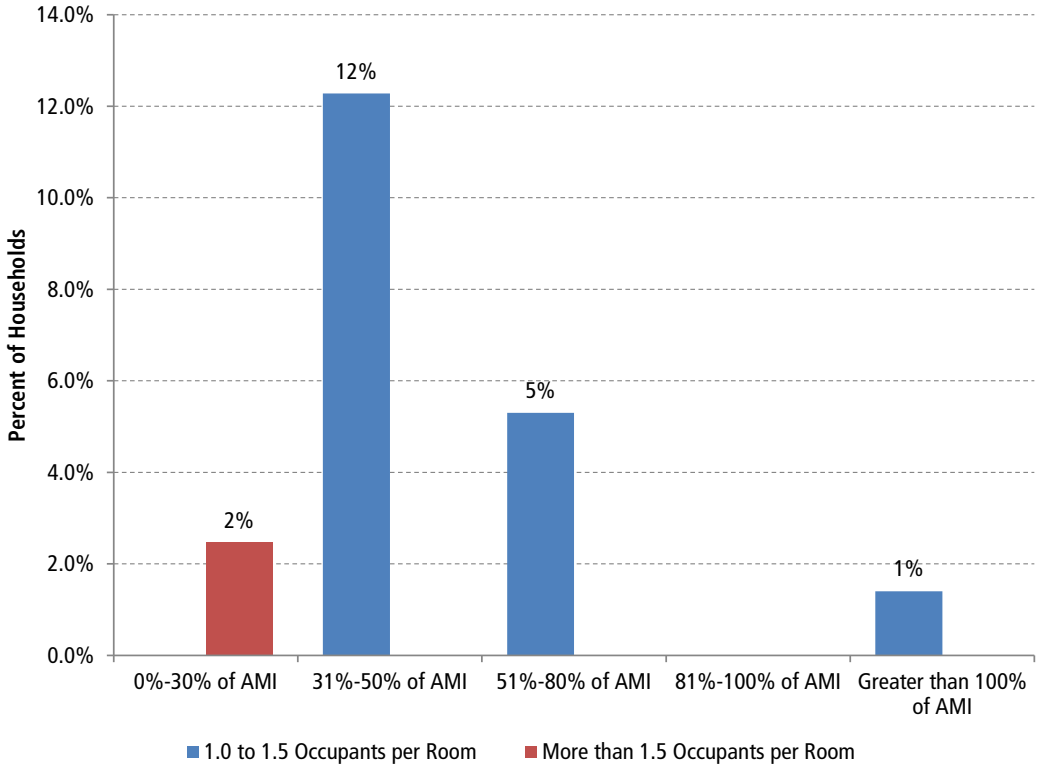
Figure 24 Overcrowding by Tenure and Severity



Universe: Occupied housing units
Notes: The Census Bureau defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens), and units with more than 1.5 persons per room are considered severely overcrowded.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-01.

Overcrowding often disproportionately impacts low-income households. 2.5 percent of very low-income households (below 50 percent AMI) experience severe overcrowding, while 0.0 percent of households above 100 percent experience this level of overcrowding (Figure 25).

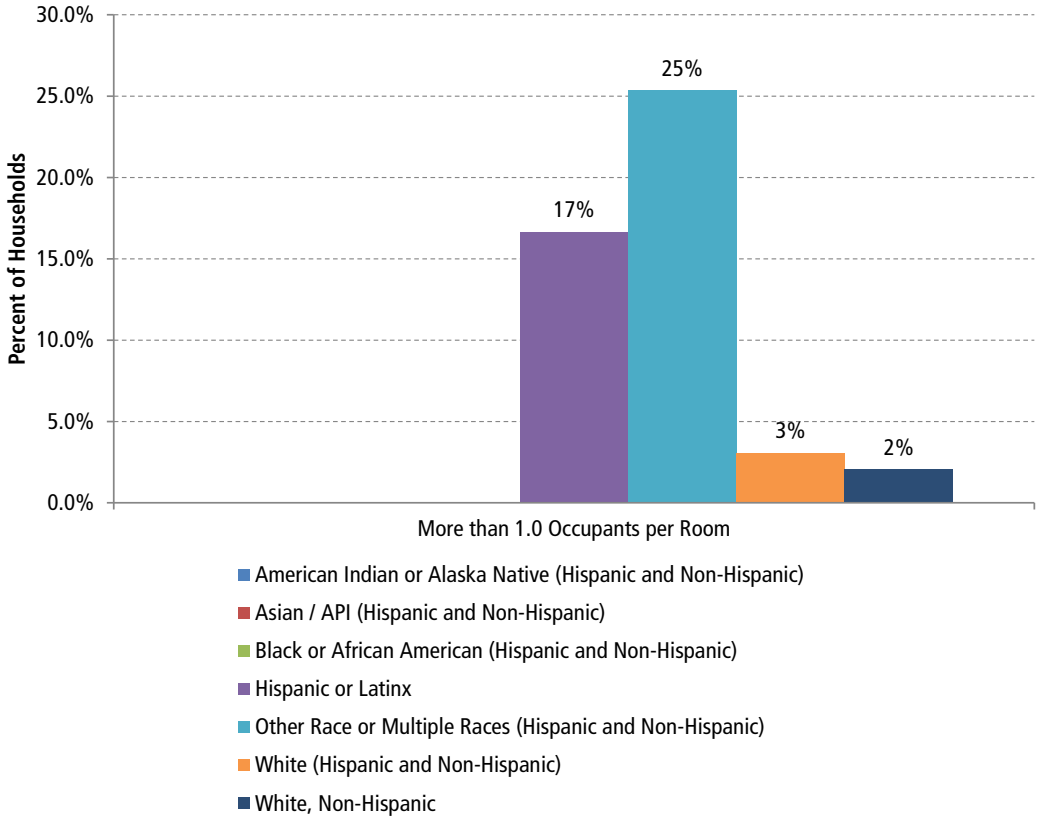
Figure 25 Overcrowding by Income Level and Severity



Universe: Occupied housing units
Notes: The Census Bureau defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens), and units with more than 1.5 persons per room are considered severely overcrowded. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-04.

People of color tend to experience overcrowding at higher rates than White residents. In St. Helena, the racial group with the largest overcrowding rate is other race or multiple races (Hispanic and Non-Hispanic) (Figure 26).

Figure 26 Overcrowding by Race



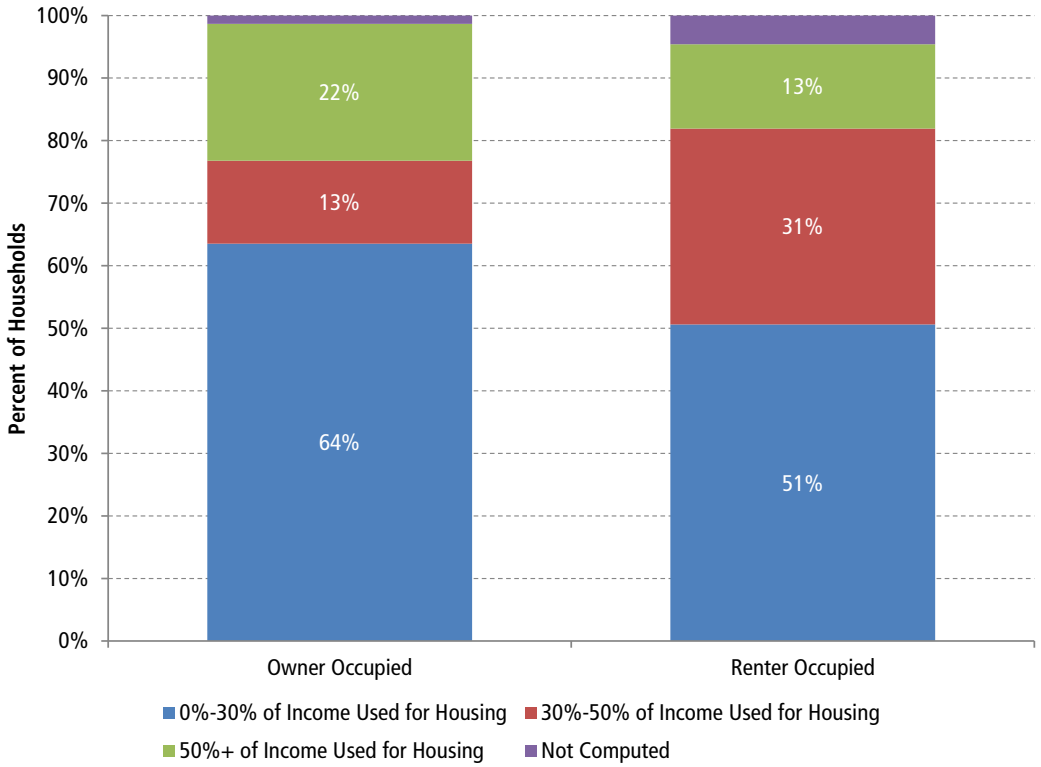
Universe: Occupied housing units
Notes: The Census Bureau defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens), and units with more than 1.5 persons per room are considered severely overcrowded. For this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity. However, data for the white racial group is also reported for white householders who are not Hispanic/Latinx. Since residents who identify as white and Hispanic/Latinx may have very different experiences within the housing market and the economy from those who identify as white and non-Hispanic/Latinx, data for multiple white sub-groups are reported here. The racial/ethnic groups reported in this table are not all mutually exclusive. Therefore, the data should not be summed as the sum exceeds the total number of occupied housing units for this jurisdiction. However, all groups labelled "Hispanic and Non-Hispanic" are mutually exclusive, and the sum of the data for these groups is equivalent to the total number of occupied housing units.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25014 For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-03.

Housing Cost Burden

A household is considered "cost-burdened" if it spends more than 30 percent of its monthly income on housing costs, while those who spend more than 50 percent of their income on housing costs are considered "severely cost-burdened." Low-income residents are the most impacted by high housing costs and experience the highest rates of cost burden. Spending such large portions of their income on housing puts low-income households at higher risk of displacement, eviction, or homelessness.

Renters are often more cost-burdened than owners. While the housing market has resulted in home prices increasing dramatically, homeowners often have mortgages with fixed rates, whereas renters aremore likely to be impacted by market increases. When looking at the cost burden across tenure in St. Helena (Figure 27), 31.3 percent of renters spend 30 percent to 50 percent of their income on housing compared to 13.3 percent of those that own. Additionally, 13.5 percent of renters spend 50 percent or more of their income on housing,while 21.9 percent of owners are severely cost-burdened.

Figure 27 Cost Burden by Tenure

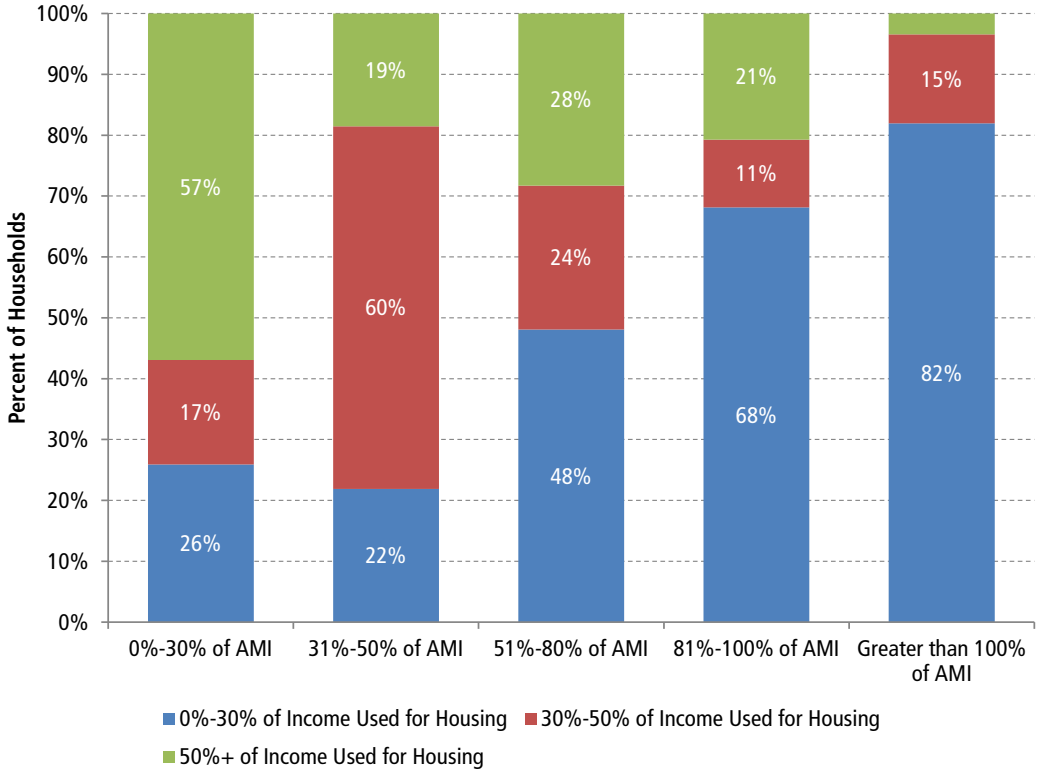


Universe: Occupied housing units
Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30 percent of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50 percent of monthly income.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25070, B25091 For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-06.

In St. Helena, 16.6 percent of households spend 50 percent or more of their income on housing, while 21.1 percent spend 30 to 50 percent. However, these rates vary greatly across income categories (Figure 28). For example, 56.9 percent of St. Helena households making less than 30 percent of AMI spend the majority of their income on housing. For St. Helena residents making more than 100 percent of AMI, just 3.4 percent are severely

cost-burdened,and 81.9 percent of those making more than 100 percent of AMI spend less than 30 percent of their income on housing.

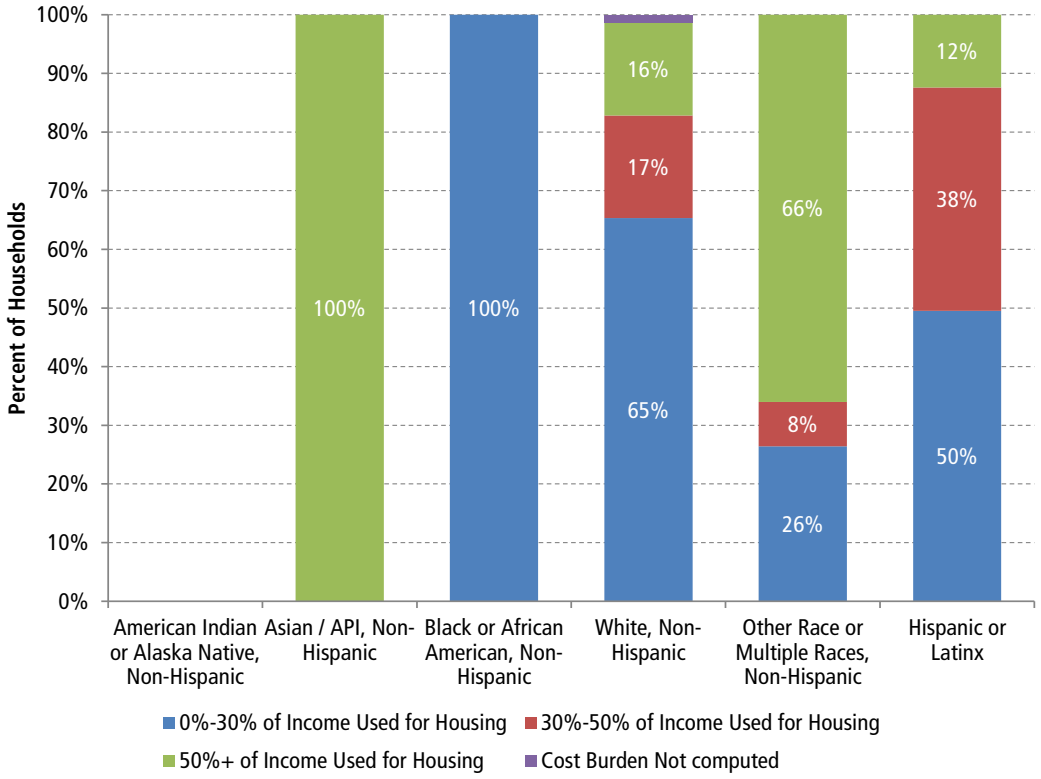
Figure 28 Cost Burden by Income Level



Universe: Occupied housing units
Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30 percent of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50 percent of monthly income. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release.
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-05.

Hispanic or Latinx residents are the most cost burdened with 38.1 percent spending 30 percent to 50 percent of their income on housing, and Asian / API, Non-Hispanic residents are the most severely cost burdened with 100.0 percent spending more than 50 percent of their income on housing (Figure 29).

Figure 29 Cost Burden by Race



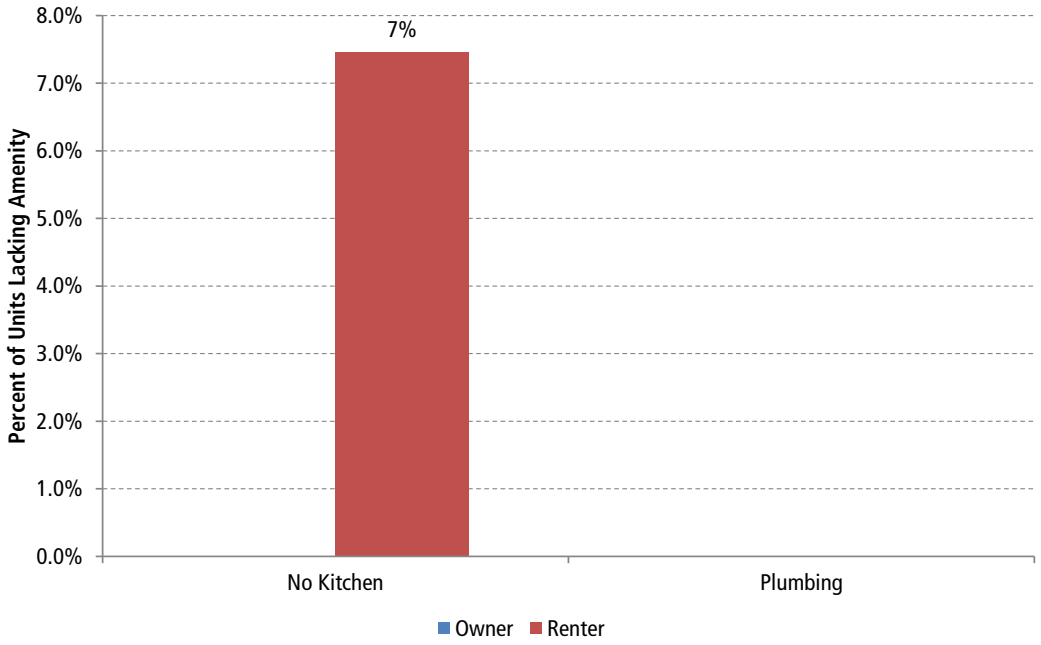
Universe: Occupied housing units
Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30 percent of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50 percent of monthly
income. For the purposes of this graph, the "Hispanic or Latinx" racial/ethnic group represents those who identify as having Hispanic/Latinx ethnicity and may also be members of any racial group. All other racial categories on this graph represent those who identify with that racial category and do not identify with Hispanic/Latinx ethnicity.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-08.

Physical Housing Conditions

In general, the condition of the housing stock in St. Helena is good. This is primarily due to the high value of residential property, recent new construction, and minor to extensive remodeling which has been performed within the last ten years. Property owners are motivated to keep housing in good condition because of the high value of houses and rents.

Housing costs in the region are among the highest in the country, which could result in households, particularly renters, needing to live in substandard conditions in order to afford housing. Generally, there is limited data on the extent of substandard housing issues in a community. However, American Community Survey data (Figure 30) gives a sense of some of the substandard conditions that may be present in St. Helena. For example, 7.5 percent of renters in St. Helena reported lacking a kitchen and no renters lack plumbing. No owners reported lacking either a kitchen or plumbing.

Figure 30 Substandard Housing Issues, St. Helena, 2019



Universe: Occupied housing units
Notes: Per HCD guidance, this data should be supplemented by local estimates of units needing to be rehabilitated or replaced based on recent windshield surveys, local building department data, knowledgeable builders/developers in the community, or nonprofit housing developers or organizations.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25053, Table B25043, Table B25049
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-06.

There are scattered areas where housing condition can be an issue. City staff estimates approximately two percent of the single-family houses and one percent of multi-family units need replacement. These units have improvement costs that exceed the estimated replacement cost. Approximately four percent of single-family houses (approximately 85 units) and two percent of multifamily units (approximately 15 units) are in need of significant rehabilitation, which is defined as having major deficiencies that may require immediate repair. About five percent of the housing stock needs limited rehabilitation (approximately 140 units). These structures exhibit minor repair need and are not considered to have major safety issues.

6. Housing Market Conditions

This section provides information on the private housing market in St. Helena and assesses the market's ability to accommodate the housing needs of residents. ABAG supplied an HCD Preapproved Data Package that provided data on home values, affordability, and contract rents in the City. Additionally, ABAG, in coordination with Baird + Driskell Community Planning provided a Housing Needs Data Report that directly informed this section of the Needs Analysis.[16]

Key Findings

- **Home Values.** Home values in St. Helena are high. The typical home value (December 2020) was $1,665,790 in St. Helena, $768,410 in Napa County and $1,077,230 the Bay Area.

- **Affordability.** The current market conditions in St. Helena enable only above moderate-income households to purchase homes, though affordable rental and for-sale housing complexes in St. Helena provide 256 units of affordable housing.

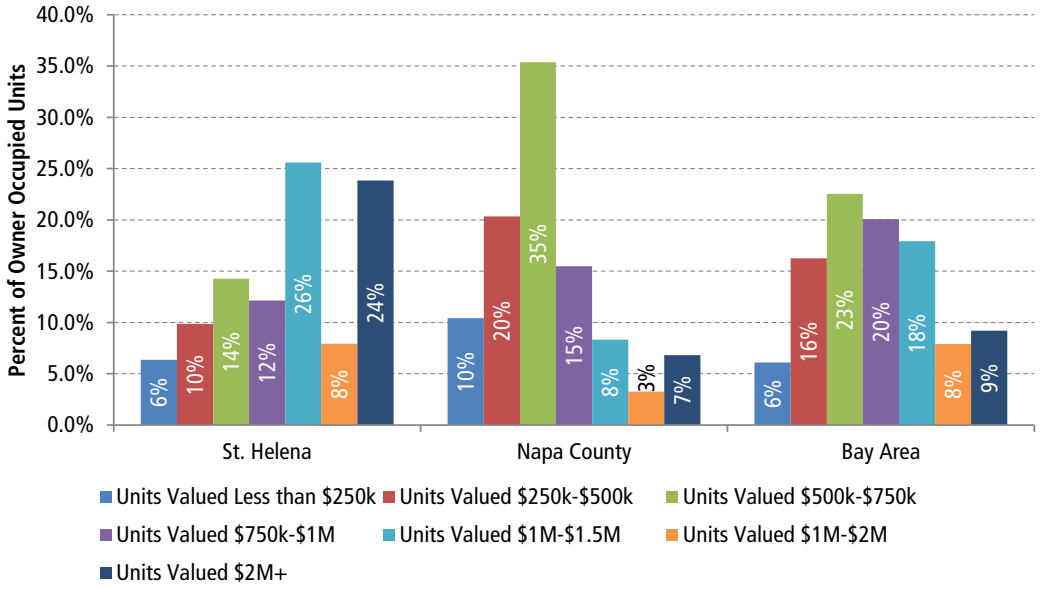
For-Sale Housing

Home prices reflect a complex mix of supply and demand factors, including an area's demographic profile, labor market, prevailing wages and job outlook, and land and construction costs. In the Bay Area, the costs of housing have long been among the highest in the nation. The typical home value in St. Helena was $1,665,790 by December of 2020, per data from Zillow. The largest proportion of homes were between $1 million and $1.5 million (Figure 31). By comparison, the typical home value is $768,410 in Napa County and $1,077,230 in the Bay Area, with the largest share of units valued $500,000 to $750,000.

The region's home values have increased steadily since 2000, besides a decrease during the Great Recession. The rise in home prices has been especially steep since 2012, with the median home value in the Bay Area nearly doubling during this time. Since 2001, the typical home value has increased 156.7 percent in St. Helena from $648,900 to $1,665,790. This change is above the change in Napa County, and above the change for the region (Figure 32).

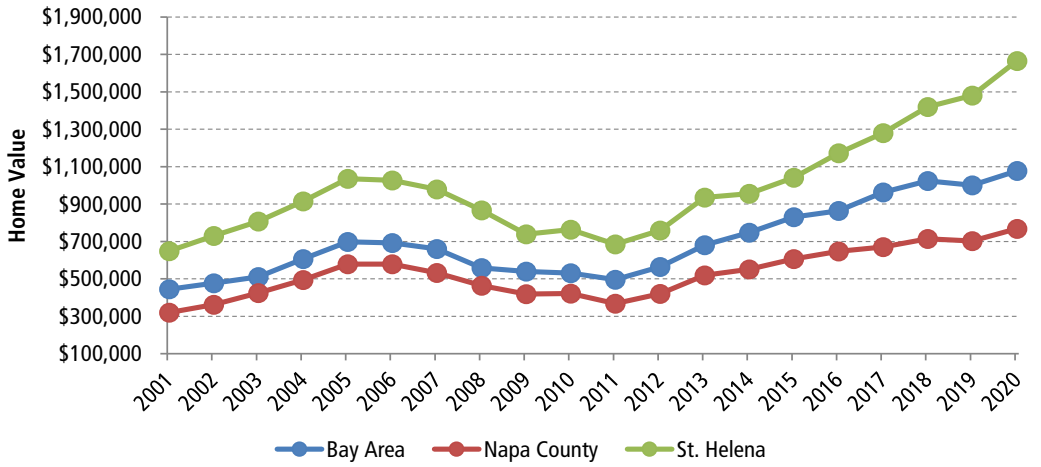
[16] *ABAG/MTC Staff and Baird + Driskell Community Planning, Housing Needs Data Report: St. Helena, May 2021.*

Figure 31 Home Values of Owner-occupied Units



Universe: Owner-occupied units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25075 For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-07.

Figure 32 Zillow Home Value Index (ZHVI)



Universe: Owner-occupied housing units
Notes: Zillow describes the ZHVI as a smoothed, seasonally adjusted measure of the typical home value and market changes across a given region and housing type. The ZHVI reflects the typical value for lower to moderate valued homes in a

neighborhood. Specifically, the ZHVI is based upon the valuations of homes between 35th to 65th percentile range on a standardized curve encompassing all owner-occupied housing units, including both single-family homes and condominiums.

More information on the ZHVI is available from Zillow. The regional estimate is a household-weighted average of county-level ZHVI files, where household counts are yearly estimates from DOF's E-5 series For unincorporated areas, the value is a population weighted average of unincorporated communities in the county matched to census-designated population counts.
Source: Zillow, Zillow Home Value Index (ZHVI)
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-08.

Affordable Home Purchase Prices

Table 15 examines affordability in another way. Instead of presenting the income required to buy a market rate house in St. Helena, Table 15 examines how much very low-, low-, and moderate-income households in St. Helena could afford to pay for housing, along with the corresponding maximum affordable home price. The table assumes 10 percent down payment, modeling a situation that is more typical of first-time homebuyers who have not amassed sufficient financial resources to make a larger down payment. These buyers are more likely to be in need of affordable housing options than the typical buyers of market rate housing in St. Helena. The lower down payment amount requires the owner to buy mortgage insurance.

As shown, in the case of a three-person household, the affordable home price varies from approximately $203,461 for very low-income, to $325,372 for low-income, and $406,922 for moderate income households. The income limits increase with household size, and a six-person household with very low, low, or moderate income can afford to buy a home priced at $262,243, $419,548, and $542,493, respectively. Based on this data and current market prices, lower-income households have very few options for purchasing a home in St. Helena, while moderate-income households may be able to afford to purchase a condominium or a small single-family home.

Table 15 Affordable Home Purchase Prices by Income Level, Napa County

Extremely Low-Income Households at 30 percent of Median Family Income

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Number of Persons	1	1.5	3	4	6	7.5
Income Level	$22,950	$24,550	$29,500	$32,750	$38,000	$39,300
Max. Monthly Gross Rent [1]	$574	$614	$738	$819	$950	$983
Max. Purchase Price [2]	$95,004	$101,627	$122,118	$135,572	$157,304	$162,686

Very Low-Income Households at 50 percent of Median Family Income

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Number of Persons	1	1.5	3	4	6	7.5
Income Level	$38,200	$40,950	$49,150	$54,600	$63,350	$65,500
Max. Monthly Gross Rent (1)	$955	$1,024	$1,229	$1,365	$1,584	$1,638
Max. Purchase Price (2)	$158,132	$169,516	$203,461	$226,022	$262,243	$271,143

Low-Income Households at 80 percent of Median Family Income

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Number of Persons	1	1.5	3	4	6	7.5
Income Level	$61,150	$65,500	$78,600	$87,350	$101,350	$104,850
Max. Monthly Gross Rent (1)	$1,529	$1,638	$1,965	$2,184	$2,534	$2,621
Max. Purchase Price (2)	$253,136	$271,143	$325,372	$361,593	$419,548	$434,036

Median-Income Households at 100 percent of Median Family Income

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Number of Persons	1	1.5	3	4	6	7.5
Income Level	$76,450	$81,900	$98,300	$109,200	$126,650	$131,050
Max. Monthly Gross Rent (1)	$1,911	$2,048	$2,458	$2,730	$3,166	$3,276
Max. Purchase Price (2)	$316,472	$339,033	$406,922	$452,043	$524,279	$542,493

Moderate-Income Households at 120 percent of Median Family Income

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Number of Persons	1	1.5	3	4	6	7.5
Income Level	$91,750	$98,300	$117,950	$131,050	$152,000	$157,250
Max. Monthly Gross Rent/Payments (1)	$2,294	$2,458	$2,949	$3,276	$3,800	$3,931
Max. Purchase Price (2)	$379,808	$406,922	$488,265	$542,493	$629,218	$650,951

Note: Based on 2021 Napa County Area Family Income (Family of 4) of $109,200, per State income limits .
[1]Assumes that 30 percent (35 percent for moderate) of income is available for either: monthly rent, including utilities; or mortgage payment, taxes, mortgage insurance, and homeowners' insurance.
[2]Assumes 90.0 percent loan at 5.0 percent annual interest rate and 30-year term; assumes taxes, mortgage insurance, and homeowners' insurance account for 20 percent of total monthly payments.
Source: Mintier Harnish, 2021.

Current Market Rate For-Sale Housing

Since 2019, the price of for-sale housing in St. Helena has shifted even higher, making home ownership practically unattainable to working class residents of St. Helena. All single-family homes are for sale at prices greater than $1,000,000. The median price of for-sale housing is $1,872,500 and the average price of for-sale housing is $2,965,458, which are both prices unaffordable to lower- and moderate-income households. Currently there are only four units listed for under $1,000,000: three mobile homes and one condominium.

Table 16 Residential Properties for Sale, January 2023

Address	Bedroom	Bathrooms	Square Footage	For-Sale Price	Cost per Square Foot
1210-1250 Oakwood Ln	6	8	6,800	$10,880,000	$1,600.00
1933 Spring St	2	2	1,664	$7,995,000	$4,804.69
1817 Main St	6	6	7,000	$5,500,000	$785.71
1057 Pratt Ave	6	7	3,979	$4,950,000	$1,244.03
2490 Spring Mountain Rd	3	4	4,210	$3,600,000	$855.11
1820 Spring Mountain Rd	3	3	2,520	$3,500,000	$1,388.89
1721 Scott St	3	3	1,950	$2,999,000	$1,537.95
1648 Scott St	3	2	1,458	$2,850,000	$1,954.73
704 Hunt Ave	3	3	2,426	$2,450,000	$1,009.89
1434 Sylvaner Ave	3	2	1,968	$2,250,000	$1,143.29
1362 Stockton St	3	2	1,682	$1,895,000	$1,126.63
1626 Tainter St	2	2	1,758	$1,850,000	$1,052.33
1186 Meadowcreek Cir	3	2	2,078	$1,795,000	$863.81
1291 Sylvaner Ave	3	2	1,511	$1,650,000	$1,091.99
1727 Crinella Dr	3	2	1,683	$1,395,000	$828.88
1344 Magnolia Ave	3	3	2,082	$1,375,000	$660.42
24 Volker Ct	3	2	1,320	$1,150,000	$871.21
1382 Park St	3	2	1,800	$1,084,000	$602.22
16 Henry Ct	2	2	1,000	$1,075,000	$1,075.00
945 Hunt Ave	2	3	1,212	$790,000	$651.82
16 San Juan Ct	2	2	1,440	$439,000	$304.86
55 Laguna Seca Ct	2	2	1,512	$365,000	$241.40
10 Los Robles Ct	2	2	1,248	$360,000	$288.46

Source: Zillow.com, January 9, 2023.

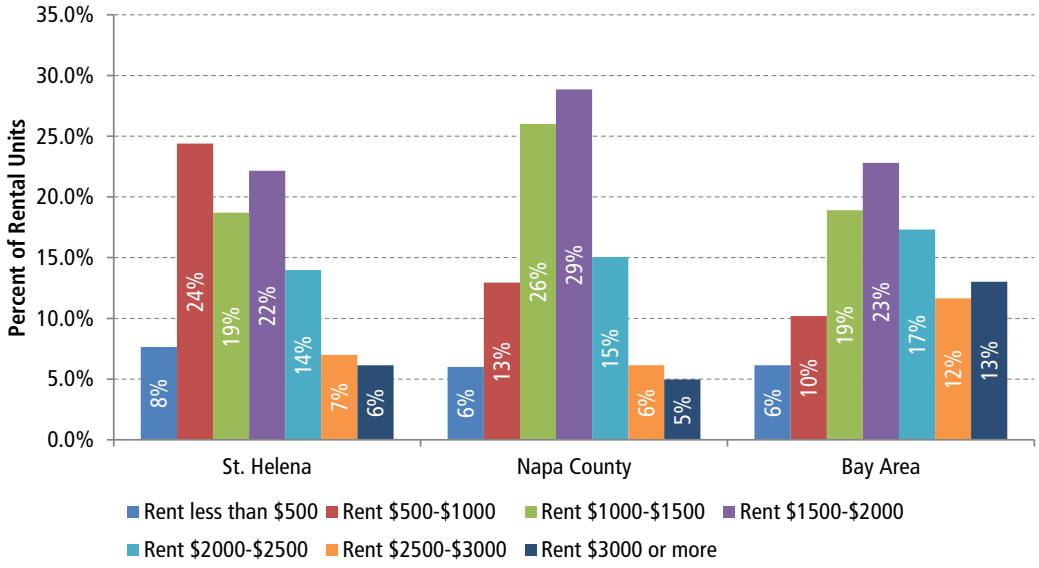
Rental Housing

Similar to home values, rents have also increased dramatically across the Bay Area in recent years. Regionwide, some renters were priced out, evicted, or displaced, particularly communities of color. Residents finding

themselves in one of these situations may have had to choose between commuting long distances to their jobs and schools or moving out of the region, and sometimes, out of the state.

In St. Helena, the largest proportion of rental units rented in the $500 to $1000 per month category, totaling 24.4 percent, followed by 22.2 percent of units renting in the $1500 to $2000 per month category (Figure 33). Both countywide, and in the Bay Area as a whole, the largest share of units is in the $1500 to $2000 per month category.

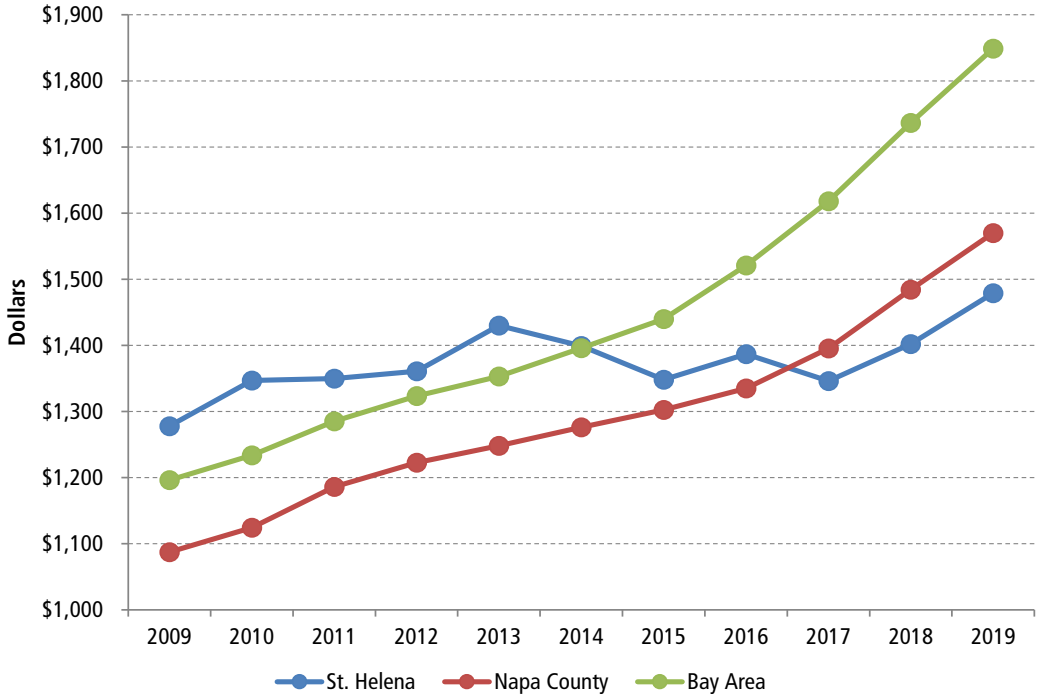
Figure 33 Contract Monthly Rents for Renter-occupied Units



Universe: Renter-occupied housing units paying cash rent
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25056 For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-09.

Since 2009, the median rent has increased by 15.7 percent in St. Helena, from $1,390 to $1,470 per month (Figure 34). In Napa County, the median rent has increased 23.0 percent , from $1,270 to $1,560 per month. The median rent in the region has increased significantly during this time from $1,200 to $1,850 per month, a 54 percent increase.

Figure 34 Median Contract Monthly Rent



Universe: Renter-occupied housing units paying cash rent
Notes: For unincorporated areas, median is calculated using distribution in B25056.
Source: U.S. Census Bureau, American Community Survey 5-Year Data releases, starting with 2005-2009 through 2015-2019, B25058, B25056 (for unincorporated areas). County and regional counts are weighted averages of jurisdiction median using B25003 rental unit counts from the relevant year.
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-10.

Affordable Rental Rates

In addition to maximum home purchase price, Table 15 also calculates maximum monthly gross rent. This calculation assumes that 30 percent (35 percent for moderate) of income is available for either: monthly rent, including utilities; or mortgage payment, taxes, mortgage insurance, and homeowners' insurance. Among three-person households, the maximum monthly gross rent that can be paid is calculated at $1,229 for very low-income households, $1,965 or low-income households, and $2,458 for moderate income households. While a studio, one-bedroom, and some of the two-bedroom market rate apartments in St. Helena are affordable to low income and a portion of very low-income households, they are in limited supply. Average apartment rents throughout Napa County are only affordable to low-, moderate-, and above moderate- households. In addition, single family rental units are significantly more expensive and are affordable only to above moderate-income households.

Affordable Housing Complexes

Table 17 lists affordable housing complexes and units in St. Helena, which are shown on Figure 35. These include four rental complexes, five for-sale subdivisions, and 13 regulated affordable units in the City, which increase the supply of housing and focus on meeting the housing needs unmet by the private housing market

- The rental complexes noted in Table 17 provide 214 units of affordable housing to St. Helena residents. Waiting lists for affordable units can be quite long. For instance, as of January 2022, Hunt's Grove Apartments has a five-year waiting list[17] and Stonebridge has a three to four year waiting list.[18] Recently, the City has reduced and deferred fees for a five-unit affordable project at 963 Pope Street, which is currently under construction.

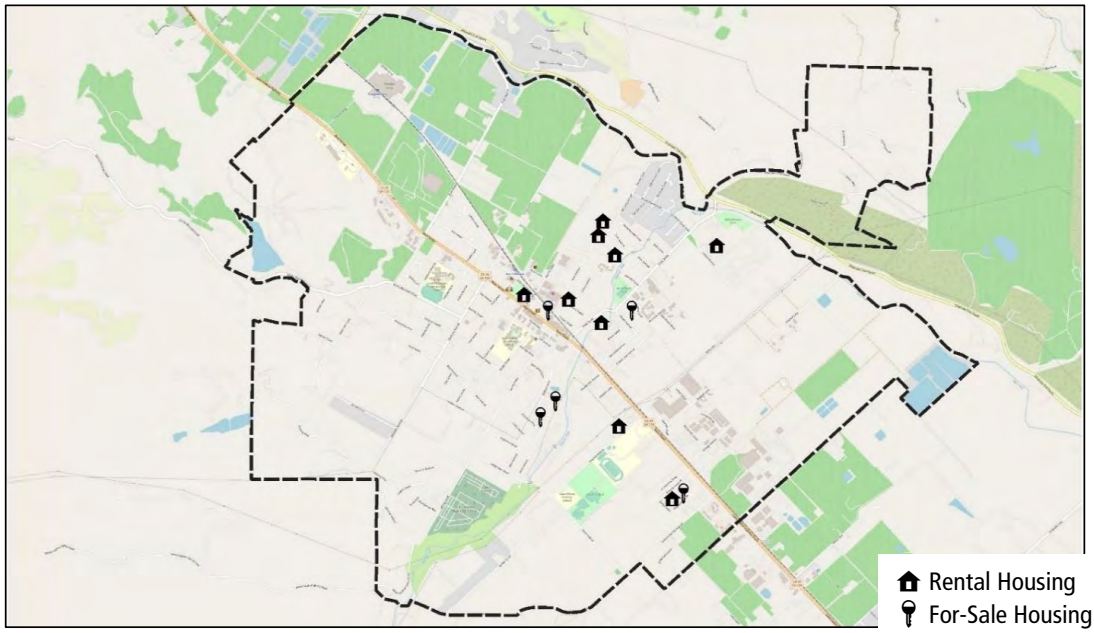
- The five for-sale subdivisions (Marietta Townhomes, Wallis Subdivision, Magnolia Oaks, and Brenkle Court) provide 41 affordable for-sale units with deed restrictions. The City of St. Helena contributed funds to the Marietta townhomes in 1997, including $130,000 in silent second mortgages and $12,500 in building fees. The City also reduced fees and contributed significant funds to the Brenkle Court development in 2016 and approved an additional five deed-restricted affordable units at this location in 2020.

- The 13 regulated affordable apartments in the City are incorporated into the Wydown Hotel, Hunt Street Apartments, Turley Flats, and Grayson Avenue Apartments. The City has both reduced and deferred fees (through a loan from the Affordable Housing Trust Fund) for the Turley Flats Affordable Housing Project, an 8-unit multi-family development.

In addition, mobile home parks like Vineyard Valley, although not officially regulated as affordable housing, do represent a housing option in St. Helena that is affordable to moderate income households.

[17] *Personal communication, January 26, 2022.*
[18] *Personal communication. January 26, 2022.*

Figure 35 Map of Affordable Housing Units, St. Helena



Source: City of St. Helena, 2022. Map data from OpenStreetMap.org Contributors.

Table 17 Affordable Rental Housing Units, St. Helena

Name	Affordable Units	Bedrooms/ Bathrooms	Special Needs	Current Owner	Funding Sources	Status	Affordability Requirement
Hunts Grove	56	14 - 1 bdr/1 bath 28 - 2 bdr/1 bath 14 - 3 bdr/2 bath	n.a.	Bridge Housing	9 percent Tax Credit Equity; Residential Housing Construction Program; Bank of American, First Nationwide Bank, City of St. Helena, First Financial Management	Active	Low and Very Low Income
Stonebridge Apts.	78	8 - 1 bdr/1 bath 23 - 2 bdr/1 bath 28 - 3 bdr/2 bath 8 - 4 bdr/2 bath	n.a.	EAH Nonprofit Housing Corporation	9 percent Tax Credit Equity; HCD; Residential Housing Construction Program; City of St. Helena; Federal Home Loan Bank, Affordable Housing Program	Active	Low and Very Low Income
Woodbridge Apts.	49	48 - 1 bdr/1 bath 2 - 2 bdr/1 bath	Senior Citizens	Woodbridge RAL	CHFA, Section 8	Active	Very Low Income
Magnolia Oaks	14	10 - 2 bdr apartments 4- 1 bdr second units	n.a.	n.a.	Developer Financed	Active	Low and Moderate Income
Wydown Hotel	1	1 - 1 bdr	n.a.	Wydown Hotel	Developer Financed	Active	Very Low Income
Hunt Street Apartments	2	Studio	n.a.	Jack Ibrahim	Owner Financed	Active	Very Low Income
Turley Flats	8	2-3 bdr multifamily	n.a.	n.a.	Private Financing, City and County Loans		
Grayson Apartments	2	2 bdr/1 bath	n.a.	n.a.	Private funds	Active	Low and Moderate Income
Christine Apartments	4	2 bdr/1 bath	n.a.	Our Town St. Helena	Private funds	Active	Very Low and Low Income
					RENTAL TOTAL		214

Source: City of St. Helena, 2022.

Table 18 Affordable For-Sale Housing Units, St. Helena

Name	Affordable Units	Bedrooms/ Bathrooms	Special Needs	Current Owner	Funding Sources	Status	Affordability Requirement
Wallis Subdivision	20	2bdr/2 bath	n.a.	n.a.	Developer Financed	Active	Moderate Income
Marietta Townhomes	10	Unknown	n.a.	n.a.	Napa Valley Community; City of St. Helena	Active	Moderate Income
Sherwin	1	4 bdr single family	n.a.	n.a.	Developer Financed	Active	Moderate Income
Magnolia Oaks	2	3 bdr single family	n.a.	n.a.	Developer Financed	Active	Moderate Income
Brenkle Court	8	3bdr/1.5 bath	n.a.	n.a.	City and County Loans, USDA & sweat equity	Under Construction	Low and Moderate Income
					FOR SALE TOTAL		41

Source: City of St. Helena, 2022.

Current Market Rate Rental Housing

Since the release of the 2019 ACS data, the cost of rental housing in St. Helena has increased dramatically. For most looking to move to St. Helena, the price of market rate housing is almost entirely out of reach. Based on Zillow data, there are two available apartments for rent in St. Helena posted for a contract rent rate of $1,850 and $2,150. Several detached single-family homes are listed for rent at prices which are wholly out of reach of lower, moderate, and most above moderate-income households. The average market rent rate of available single-family homes is $8,356 per month and the median rent is $6,450 per month.

Table 19 Residential Properties for Rent, January 2023

Address	Bedroom	Bathrooms	Square Footage	Monthly Rent	Cost per Square Foot
709 Hunt Ave	4	4	2,915	$24,500	$8.40
679 Dowdell Ln	4	3.5	2,800	$22,000	$7.85
466 Pratt Ave	4	5	4,789	$15,000	$3.13
489 Fulton Ln	3	2	1,645	$14,000	$8.51
1316 Sulphur Springs Ave	3	2	1,648	$9,500	$5.76
925 Pratt Ave	3	3	2,523	$8,500	$3.37
1860 Quail Ct	2	2.5	2,433	$6,500	$2.67
911 Chiles Ave	3	2.5	2,217	$6,500	$2.93
1320 Elmhurst Ave	3	2	1,512	$6,450	$4.27
1629 Madrona Ave	4	3	2,746	$6,000	$2.18
963 McCorkle Ave	3	2	1,378	$5,900	$4.28
1091 Mariposa Ln	3	2	1,316	$5,500	$4.18
1220 Peppertree Cir	3	2	1,450	$4,650	$3.21

1969 Vineyard Ave	3	2	1,000	$4,400	$4.40
1328 Magnolia Ave	3	3	2,082	$3,800	$1.83
210 Nemo Ct	2	2	2,000	$3,200	$1.60
1444 Edwards St, Unit C	2	1	N/A	$2,150	N/A
1444 Edwards St, Unit B	1	1	N/A	$1,850	N/A

Source: Zillow.com, January 9, 2023.

"At Risk" Units

State law requires an analysis of the risk of conversion of affordable housing to market-rate housing within the next ten years. The 2009 Housing Element identified one affordable housing complex, the Woodbridge Apartments, as at-risk for losing its federal subsidies. In 2013, the City worked with the property owners and CalHFA to re-finance and renovate 50 units of affordable housing. Through this effort the Woodbridge Apartment Complex will continue to offer regulated affordable housing through November 2067. The 2014-2022 Housing Element reported no units at-risk of conversion.

The California Housing Partnership provides information on affordable housing developments subsidized through HUD, the U.S. Department of Agriculture, the Low-Income Housing Tax Credit Program, and public housing. Table 20, shows data on assisted affordable units with information on the estimated affordability end year and an estimation of at-risk status. As shown on the table, the California Housing Partnership's Preservation Database (2020) does not identify any affordable housing developments with subsidies expiring during the 2023-2031 planning period.

Table 20 Assisted Affordable Housing Developments by Conversion Risk Status, St. Helena

Universal ID	Name	Address	Zip	Affordable Units	Total Units	Funding Program	Estimated Affordability End Year	Risk Level
CA00001362	Woodbridge Village Apartments	727 Hunt Avenue	94574	49	50	LIHTC; HUD; CalHFA	2067	Low
CA00002539	Hunt's Grove Apartments	548 Hunt Avenue	94574	56	56	LIHTC; HCD	2047	Low
CA00002582	Stonebridge Apartments	990 College Ave	94574	78	80	LIHTC; HCD	2068	Low

Source: California Housing Partnership Preservation Database, 2021.

7. Special Housing Needs

California Government Code Section 65583 (a) (7) requires an analysis of any special housing needs, "such as those of the elderly, persons with disabilities, large families, farm workers, families with female heads of household, and families and persons in need of emergency shelter."[19] This section provides estimates of the prevalence of each of these special needs populations, discusses special housing concerns, and analyzes their housing cost burdens within St. Helena to the extent that available data allows. Data sources include the HCD Preapproved Data Package and Housing Needs Data Report prepared for St. Helena by ABAG, as well as the U.S. Census Bureau, American Community Survey.

Key Findings

- **People with Disabilities.** In St. Helena, people with disabilities make up around 12 percent of the total population. Children (under 18) make up around 38 percent of the developmentally disabled population, while adults make up around 62 percent. Most of the developmentally disabled population reside with their parent, family, or guardian.

- **Senior Households.** Senior households represent a higher percentage of the total households in St. Helena, at about 39 percent of households in the City. There is a large income disparity between seniors who rent housing and seniors who own their home. Most seniors who rent make 0 to 30 percent of AMI, and sixty-eight percent of senior households in this income category have housing cost burdens. By contrast, most seniors who own make greater than 100 percent of AMI; thirteen percent of senior households in this category experience housing cost burdens.

- **Large Households.** In St. Helena, most large households are renters. Among units with three or more bedrooms in St. Helena, approximately 77 percent renter occupied. In St. Helena, 43.2 percent of large family households experience a cost burden of 30 to 50 percent, and an additional 6.8 percent of households spend more than half of their income on housing.

- **Female-headed households.** Female-headed households in St. Helena make up 10 percent of the total population, while married-couple family households make up around 42 percent. In St. Helena, around 23 percent of female-headed households with children fall below the federal poverty line, while around 18 percent of female-headed households without children fall below the federal poverty line.

- **Farmworkers**. The number of permanent farm workers in Napa County has increased from 2,916 in 2002 to 4,290 in 2017, while the number of seasonal farm workers decreased from 7,855 to 5,734. The migrant worker student population totaled 20 during the 2019-20 school year, an increase of two students since the 2016-17 school year.

[19] *California Government Code Section 65583 (a) (7) at https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=65583. Accessed March 20, 2022.*

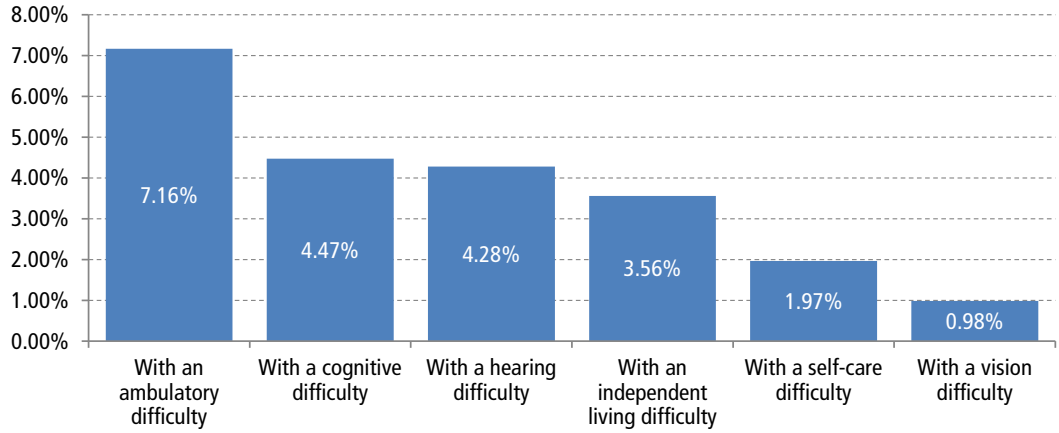
- **Persons experiencing homelessness.** According to a Point in Time Count provided by the Chief of Police, there is one homeless person who resides in St. Helena. Countywide, many of the persons experiencing homelessness report chronic substance abuse or mental illness.

People with Disabilities

People with disabilities face additional housing challenges. Encompassing a broad group of individuals living with a variety of physical, cognitive and sensory impairments, many people with disabilities live on fixed incomes and need specialized care, yet often rely on family members for assistance due to the high cost of care.

When it comes to housing, people with disabilities are not only in need of affordable housing but accessibly designed housing, which offers greater mobility and opportunity for independence. Unfortunately, the need typically outweighs availability, particularly in a housing market with such high demand. People with disabilities are at a high risk for housing insecurity, homelessness, and institutionalization, particularly when they lose aging caregivers. Figure 36 shows the rates at which different disabilities are present among residents of St. Helena. Overall, 11.9 percent of people in St. Helena have a disability of any kind.

Figure 36 Disability by Type



Universe: Civilian noninstitutionalized population 18 years and over
Notes: These disabilities are counted separately and are not mutually exclusive, as an individual may report more than one disability. These counts should not be summed. The Census Bureau provides the following definitions for these disability types: Hearing difficulty: deaf or has serious difficulty hearing. Vision difficulty: blind or has serious difficulty seeing even with glasses. Cognitive difficulty: has serious difficulty concentrating, remembering, or making decisions. Ambulatory difficulty: has serious difficulty walking or climbing stairs. Self-care difficulty: has difficulty dressing or bathing. Independent living difficulty has difficulty doing errands alone such as visiting a doctor's office or shopping.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B18102, Table B18103, Table B18104, Table B18105, Table B18106, Table B18107.
For the data table behind this figure, please refer to the Data Packet Workbook, Table DISAB-01.

Existing Resources

In-Home Supportive Services (IHSS), offered by Napa County, is a helpful resource to help allow persons with disabilities to find the help they need. IHSS offers personal in-home care services to low income aged, blind, and persons with disabilities who are at risk for out-of-home placement.

Gaps in Resources and Action Items

To address the unmet needs of people with disabilities in St. Helena, Programs H-BB, H-LL, and H-NN are included to directly improve housing accessibility and increase housing options for persons with disabilities. Program H-BB commits the City to pursuing State and Federal grants to gain funds necessary to construct and rehabilitate housing units accessible to persons with a disability. Program H-NN includes funding to assist with construction and rehabilitation of homes accessible to those with special housing needs. Program H-LL is designed to encourage developers to incorporate the needs of persons with disabilities.

People Living with Developmental Disabilities

Developmental disabilities are defined as severe, chronic, and attributed to a mental or physical impairment that begins before a person turns 18 years old. This can include Down's Syndrome, autism, epilepsy, cerebral palsy, and mild to severe mental retardation. Some people with developmental disabilities are unable to work, rely on Supplemental Security Income, and live with family members. In addition to their specific housing needs, they are at increased risk of housing insecurity after an aging parent or family member is no longer able to care for them. Table 21 contains data on people with developmental disabilities in St. Helena. In St. Helena, of the population with a developmental disability, children under the age of 18 make up 38.1 percent, while adults account for 61.9 percent.

Table 21 People with Developmental Disabilities by Age, St. Helena

Age Group	Total
Age 18+	12
Age Under 18	20
Total	32

Universe: Population with developmental disabilities
Notes: The California Department of Developmental Services is responsible for overseeing the coordination and delivery of services to more than 330,000 Californians with developmental disabilities including cerebral palsy, intellectual disability, Down syndrome, autism, epilepsy, and related conditions. The California Department of Developmental Services provides ZIP code level counts. To get jurisdiction-level estimates, ZIP code counts were crosswalked to jurisdictions using census block population counts from Census 2010 SF1 to determine the share of a ZIP code to assign to a given jurisdiction.
Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Age Group (January 2022)

Existing Resources

There are several housing types appropriate for people living with a development disability: rent subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, Section 8 vouchers, special programs for home purchase, HUD housing, and SB 962 homes. The design of housing-accessibility modifications, the proximity to services and transit, and the availability of group living opportunities represent some of the types

of considerations that are important in serving this need group. Incorporating 'barrier-free' design in all, new multifamily housing (as required by California and Federal Fair Housing laws) is especially important to provide the widest range of choices for disabled residents. Special consideration should also be given to the affordability of housing, as people with disabilities may be living on a fixed income. The most common living arrangement for individuals with disabilities in St. Helena is the home of a parent, family member, or guardian (Table 22).

People living with developmental disabilities often face problems finding employment or a supportive housing. In Napa, Sonoma, and Solano counties, North Bay Regional Center aids those with developmental disabilities with the process of gaining employment and establishing independence, along with providing general community access and family support. North Bay Regional Center is one of twenty-one Regional Centers in California dedicated to assisting those with developmental disabilities. North Bay Regional Center is based out of the Napa County Airport Business Park located north of American Canyon, which is accessible from St. Helena via the 10 and 11 bus lines.

Gaps in Resources and Action Items

Recently, an eight-unit market rate fully ADA compliant housing development was completed in St. Helena, providing some much-needed housing to persons with special needs. The City wishes to encourage more ADA compliant developments to address the unmet needs of people with developmental disabilities. To pursue this goal, Program H-LL is included in the Housing Element to encourage new developments to allocate a portion of units being built to meet the needs of special needs groups, including people with developmental disabilities.

Table 22 People with Developmental Disabilities by Residence

Residence Type	Total
Home of Parent / Family /Guardian	31
Foster / Family Home	0
Independent / Supported Living	<11
Intermediate Care Facility	0
Community Care Facility	0
Other	0

Universe: Population with developmental disabilities
Notes: The California Department of Developmental Services is responsible for overseeing the coordination and delivery of services to more than 330,000 Californians with developmental disabilities including cerebral palsy, intellectual disability, Down syndrome, autism, epilepsy, and related conditions. The California Department of Developmental Services provides ZIP code level counts. To get jurisdiction-level estimates, ZIP code counts were crosswalked to jurisdictions using census block population counts from Census 2010 SF1 to determine the share of a ZIP code to assign to a given jurisdiction.
Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Residence Type (January 2022)

Seniors

Senior households often experience a combination of factors that can make accessing or keeping affordable housing a challenge. They often live on fixed incomes and are more likely to have disabilities, chronic health conditions and/or reduced mobility.

Senior Households

Table 23 shows data for households by age of householder for occupied housing units. As shown, in St. Helena, approximately 39 percent of households are 65 and older.

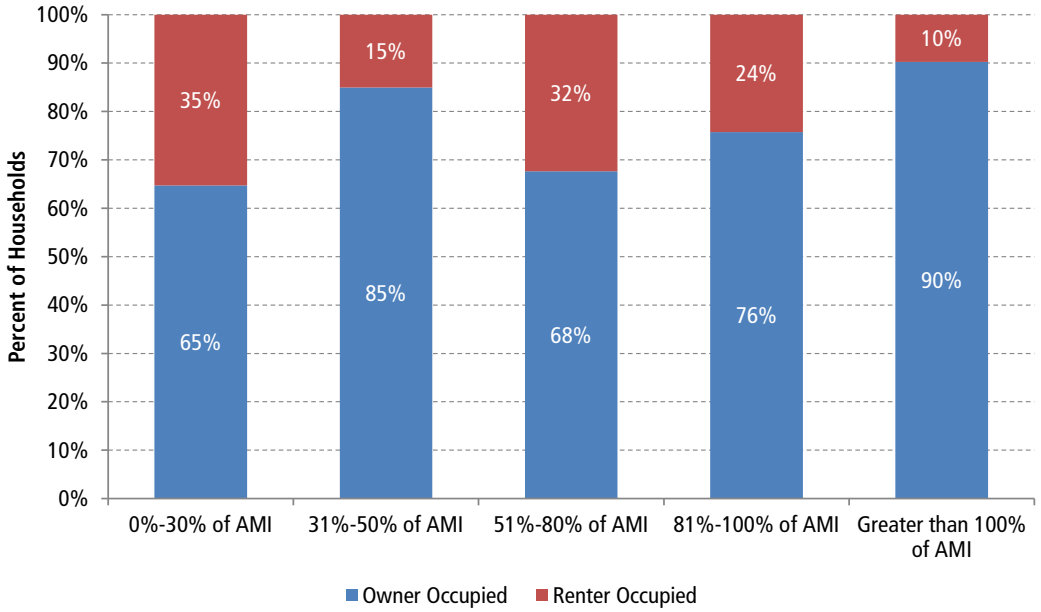
Table 23 Households by Age

Age	Number	Total by Grouping	Percent
Age 15-24	37	1,646	61%
Age 25-34	247		
Age 35-44	272		
Age 45-54	510		
Age 55-59	352		
Age 60-64	228		
Age 65-74	525	1,056	39%
Age 75-84	377		
Age 85+	154		
Total	2,702	2,702	100%

Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25007

Seniors who rent may be at even greater risk for housing challenges than those who own, due to income differences between these groups. The largest proportion of senior households who rent make 0-30 percent of AMI, while the largest proportion of senior households who are homeowners falls in the income group Greater than 100 percent of AMI (Figure 37).

Figure 37 Senior Households by Income and Tenure

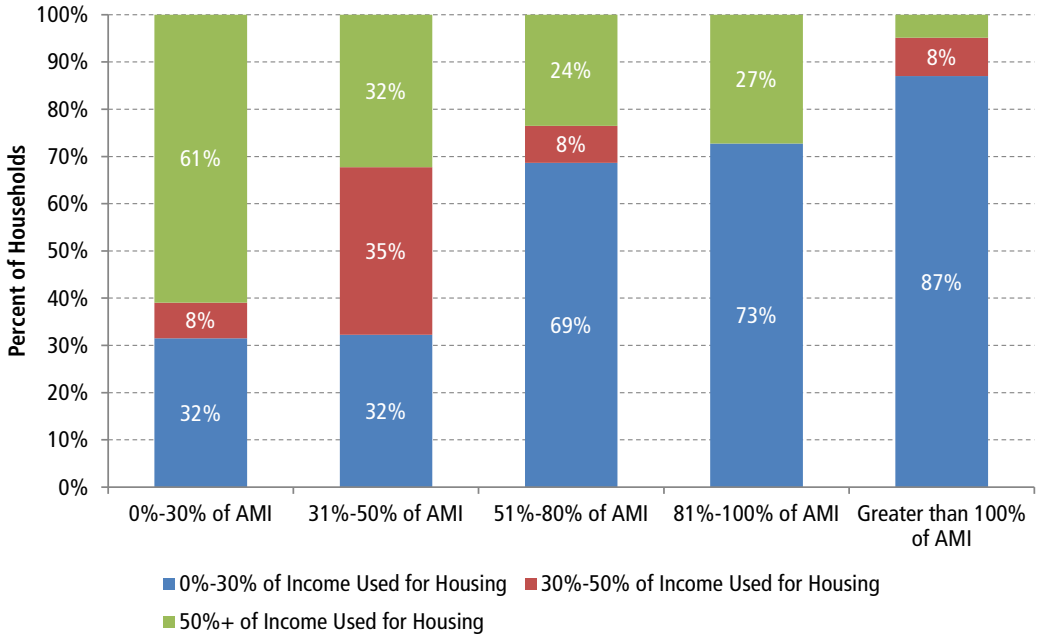


Universe: Senior households
Notes: For the purposes of this graph, senior households are those with a householder who is aged 62 or older. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table SEN-01.

Elderly Housing Cost Burden

When cost-burdened seniors are no longer able to make house payments or pay rents, displacement from their homes can occur, putting further stress on the local rental market or forcing residents out of the community they call home. Understanding how seniors might be cost-burdened is of particular importance due to their special housing needs, particularly for low-income seniors. 60.9 percent of seniors making less than 30 percent of AMI are spending the majority of their income on housing. For seniors making more than 100 percent of AMI, 87.0 percent are not cost-burdened and spend less than 30 percent of their income on housing (Figure 38).

Figure 38 Cost-Burdened Senior Households by Income Level



Universe: Senior households
Notes: For the purposes of this graph, senior households are those with a householder who is aged 62 or older. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table SEN-03.

Existing Senior Housing Resources

Within St. Helena, there are 159 senior housing units, as shown on Table 24. With approximately 1,056 seniors households in the city, the city has a need for both market rate and affordable senior living facilities. The largest senior living facility, locally owned Silverado Orchards, has a residential capacity of 103. This facility is not income restricted. The only income restricted senior living facility, Woodbridge Village, has 50 units, with most being one-bedroom units. As a stark representation of the high demand and low supply of affordable senior living units, according to a manager at Woodbridge Village, there is a waiting list stretching several years to live in their affordable senior housing complex.

Table 24 Senior Housing Units, St. Helena.

Facility Name	Address	Tenure	Number of Units	Income Restriction
Silverado Orchards	601 Pope Street	Rent	103	No
Saint Helena Home Care	2011 Olive Avenue	Rent	6	No
Woodbridge Village	727 Hunt Avenue	Rent	50	Yes

Source: City of St. Helena, 2022; U.S. News, 2016.

Gaps in Resources and Action Items

Given the high proportion of St. Helena households that are senior, especially seniors aged 75 and older, it is important to work to address their housing needs. The Rianda house provides seniors with a meeting place and valuable information on topics ranging from housing and income-assistance to medical referrals, as a welcome and positive resource for seniors in St. Helena. There are still many needs of seniors that are not being met, however, and changes to St. Helena's housing policies could make it easier for seniors to age in place. Often, when seniors are released from a hospital stay and return to their own homes, they have trouble navigating inside the home and getting to neighborhood services like the grocery store and doctor's office.

The 2023-2031 Housing Element includes three programs directly related the senior housing.

- Program H-BB commits the City to pursuing funding for costs specifically associated with housing rehabilitation for lower income households and seniors. Such funding can help with the conservation of 20 units accessible to seniors, along with other units for persons with a disability.
- Program H-LL commits the city to encouraging new developments accessible to persons with special needs, which includes seniors. This program specifies 10 senior-accessible units being constructed in the next Planning Period.
- Program H-NN commits the City to pursuing federal and State funding for costs associated with both new construction and rehabilitation for lower-income households and seniors. Such funding can support the development of 20 units accessible to seniors.

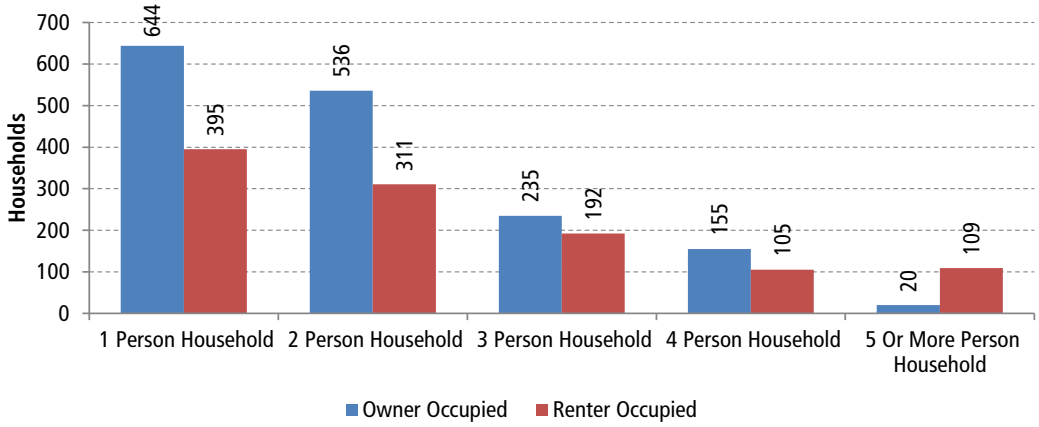
Additional policies and programs that the City should consider include zoning that encourages families to consider ADUs and JADUs to accommodate their aging relatives or caregivers. Such policies could also provide for more elder-friendly neighborhoods, improved lighting to increase visibility, and safe accessible sidewalks and walking paths.

Large Households

Large households often have different housing needs than smaller households. If a city's rental housing stock does not include larger apartments, large households who rent could end up living in overcrowded conditions. In St. Helena, for large households with five or more persons, most units (84.5 percent) are renter occupied

(Figure 39). In 2017, 47.3 percent of large households were very low-income, earning less than 50 percent of the area median income (AMI).

Figure 39 Household Size by Tenure

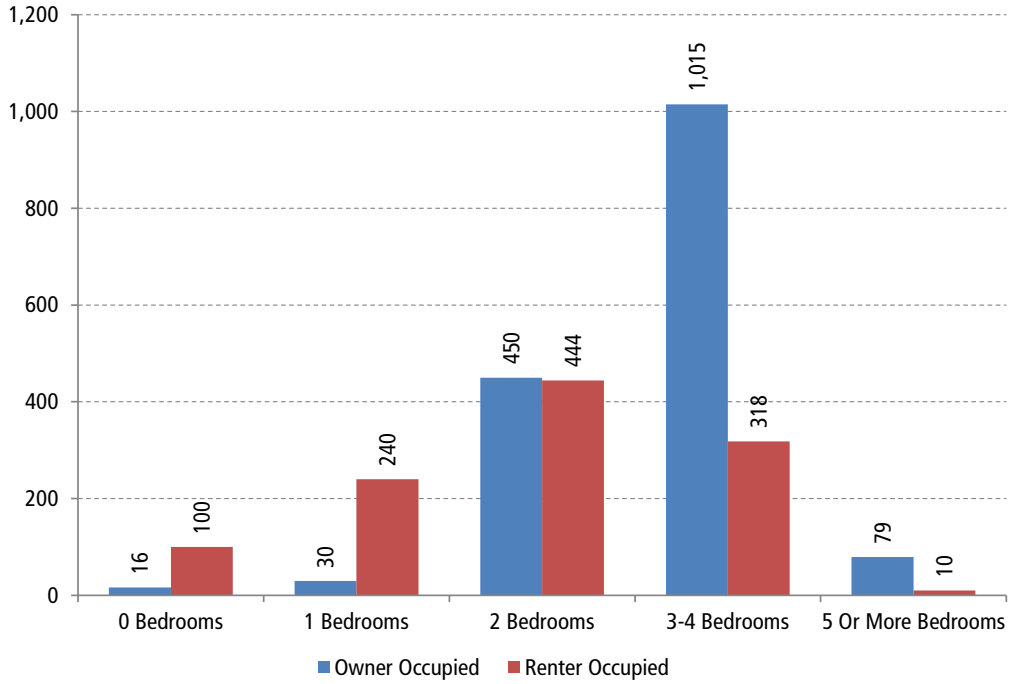


Universe: Occupied housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25009 For the data table behind this figure, please refer to the Data Packet Workbook, Table LGFEM-01.

Existing Resources

The unit sizes available in a community affect the household sizes that can access that community. Large families are generally served by housing units with three or more bedrooms, of which there are 1,422 units in St. Helena. Among these large units with three or more bedrooms, 23.1 percent are owner-occupied and 76.9 percent are renter occupied (Figure 40).

Figure 40 Housing Units by Number of Bedrooms



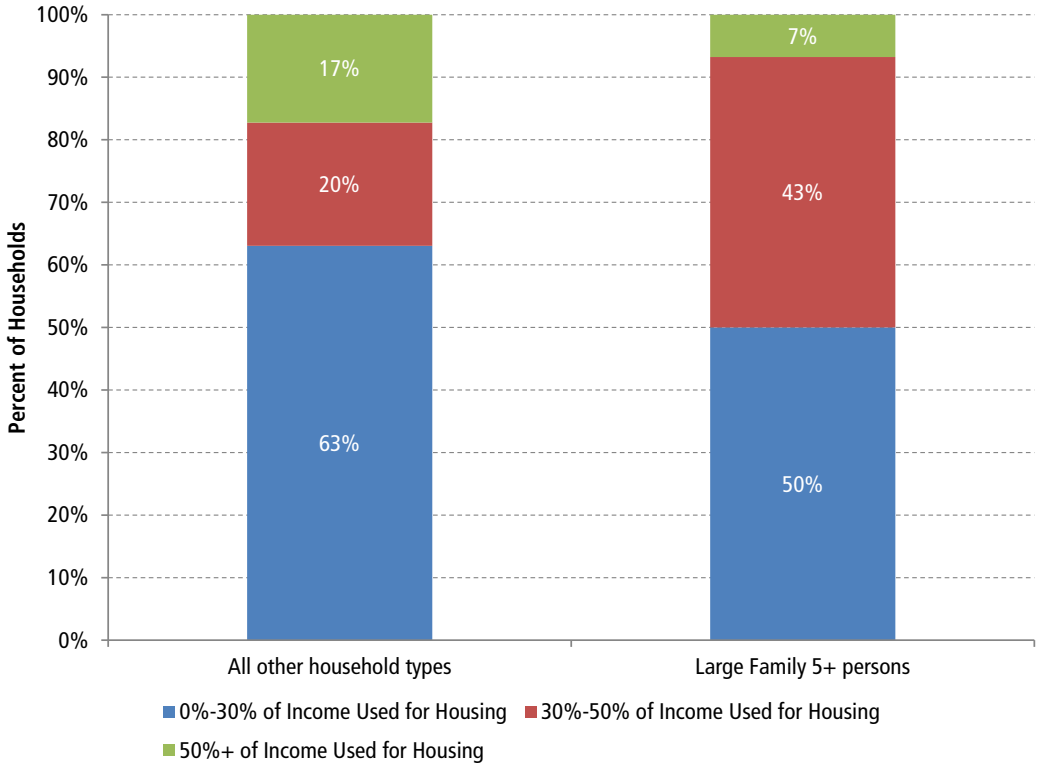
Universe: Housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25042 For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-05.

Gaps in Resources

Large family households often have special housing needs due to a lack of adequately sized affordable housing available. The higher costs required for homes with multiple bedrooms can result in larger families experiencing a disproportionate cost burden than the rest of the population and can increase the risk of housing insecurity.

In St. Helena, 43.2 percent of large family households experience a cost burden of 30 to 50 percent, while 6.8 percent of households spend more than half of their income on housing. Some 19.7 percent of all other households have a cost burden of 30 to 50 percent, with 17.2 percent of households spending more than 50 percent of their income on housing (Figure 41).

Figure 41 Cost Burden by Household Size

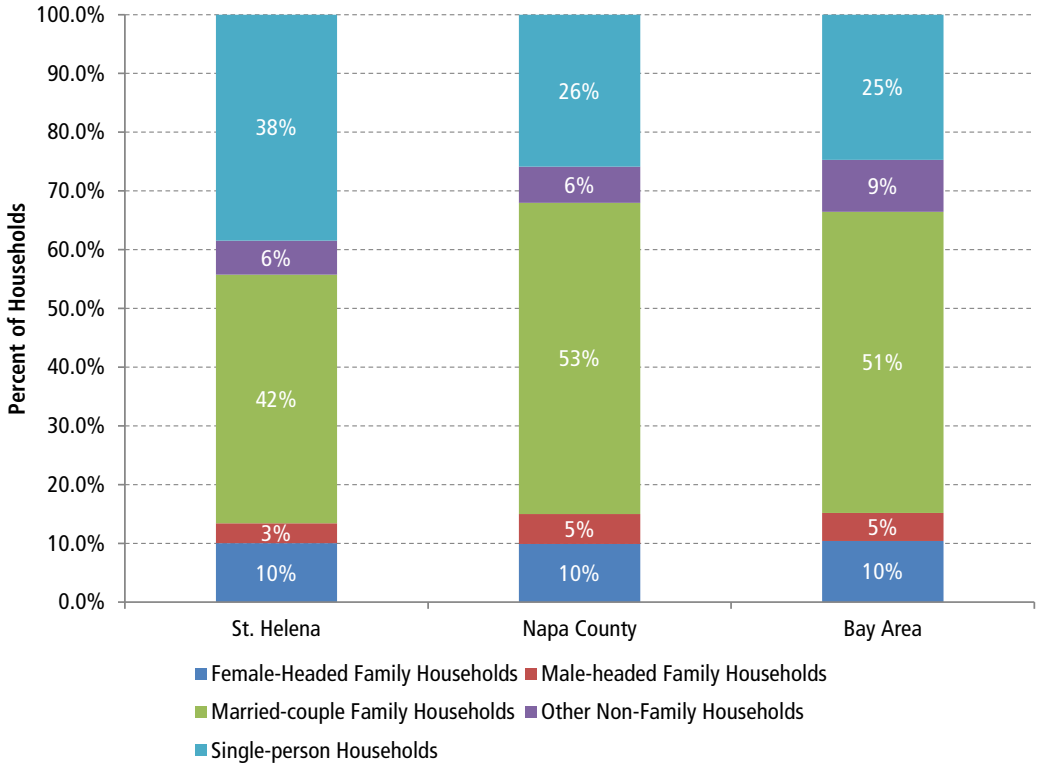


Universe: Occupied housing units
Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30 percent of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50 percent of monthly income.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-09.

Female-Headed Households

Households headed by one person are often at greater risk of housing insecurity, particularly female- headed households, who may be supporting children or a family with only one income. In St. Helena, the largest proportion of households is Married-couple Family Households at 42.3 percent of total, while Female-Headed Households make up 10.0 percent of all households (Figure 42).

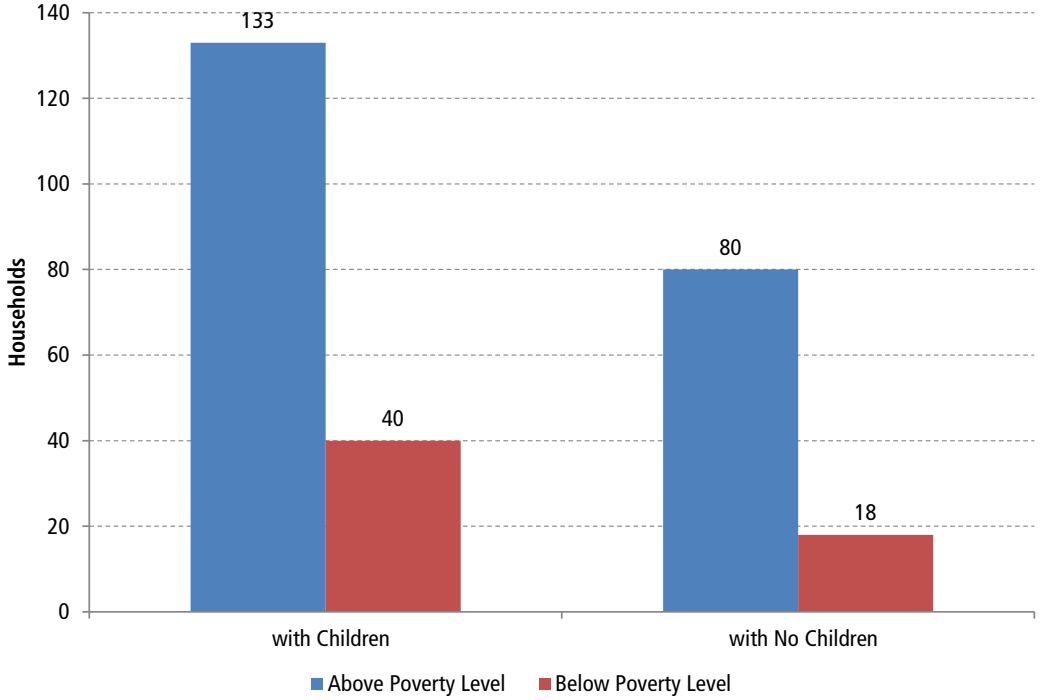
Figure 42 Household Type



Universe: Households
Notes: For data from the Census Bureau, a "family household" is a household where two or more people are related by birth, marriage, or adoption. "Non-family households" are households of one person living alone, as well as households where none of the people are related to each other.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B11001 For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-23.

Female-headed households with children may face unique housing challenges, with pervasive gender inequality resulting in lower wages for women. Moreover, the added need for childcare can make finding a home that is affordable more challenging. In St. Helena, 40 female-headed households with children fall below the Federal Poverty Line, while 18 female-headed households without children live in poverty (Figure 43).

Figure 43 Female-Headed Households by Poverty Status



Universe: Female Households
Notes: The Census Bureau uses a federally defined poverty threshold that remains constant throughout the country and does not correspond to Area Median Income.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B17012 For the data table behind this figure, please refer to the Data Packet Workbook, Table LGFEM-05.

Existing Resources

As discussed previously, childcare is a major concern for female-headed households, especially those with very young toddlers who need constant care and supervision. In St. Helena, the St. Helena Preschool For All, Inc. provides scholarships to low-income families to allow their children will be able to attend two years of preschool from ages 3 to 4. St. Helena Preschool for All, Inc. also partners with local childcare facilities, including Mila's Preschool and Childcare Center, to help facilitate their program.

Gaps in Resources and Action Items

St. Helena's northwestern area contains a higher proportion of female single-parent households compared to the rest of St. Helena and most of Napa County. As such, the City recognizes the importance of meeting the needs of female-headed households within the city. A major cost to female-headed households and single-parent households is transportation. All sites in the sites inventory of this Housing Element, which projects possible housing locations for the planning period, are located within walking distance of the no. 10 bus route, which enables direct connection to Napa or Calistoga. Additionally, all sites are within proximity of the central commercial district of St. Helena, which allows for cheaper, easier access to markets and commercial services.

Farmworkers

Across the state, housing for farmworkers has been recognized as an important and unique concern. Farmworkers generally receive wages that are considerably lower than other jobs and may have temporary housing needs. Finding decent and affordable housing can be challenging, particularly in the current housing market.

Table 25 estimates the migrant worker student population between 2016 and 2020. In St. Helena, the migrant worker student population totaled 20 during the 2019-20 school year, an increase of two students since the 2016-17 school year. The trend for the region for the past few years has been a decline of 2.4 percent in the number of migrant worker students since the 2016-17 school year. The change at the county level is a 19.4 percent increase in the number of migrant worker students since the 2016-17 school year.

Table 25 Migrant Worker Student Population

Academic Year	St. Helena	Napa County	Bay Area
2016-17	18	903	4,630
2017-18	12	1173	4,607
2018-19	22	1,090	4,075
2019-20	20	1,078	3,976

Universe: Total number of unduplicated primary and short-term enrollments within the academic year (July 1 to June 30), public schools
Notes: The data used for this table was obtained at the school site level, matched to a file containing school locations, geocoded and assigned to jurisdiction, and finally summarized by geography.
Source: California Department of Education, California Longitudinal Pupil Achievement Data System (CALPADS), Cumulative Enrollment Data (Academic Years 2016-2017, 2017-2018, 2018-2019, 2019-2020)
This table is included in the Data Packet Workbook as Table FARM-01.

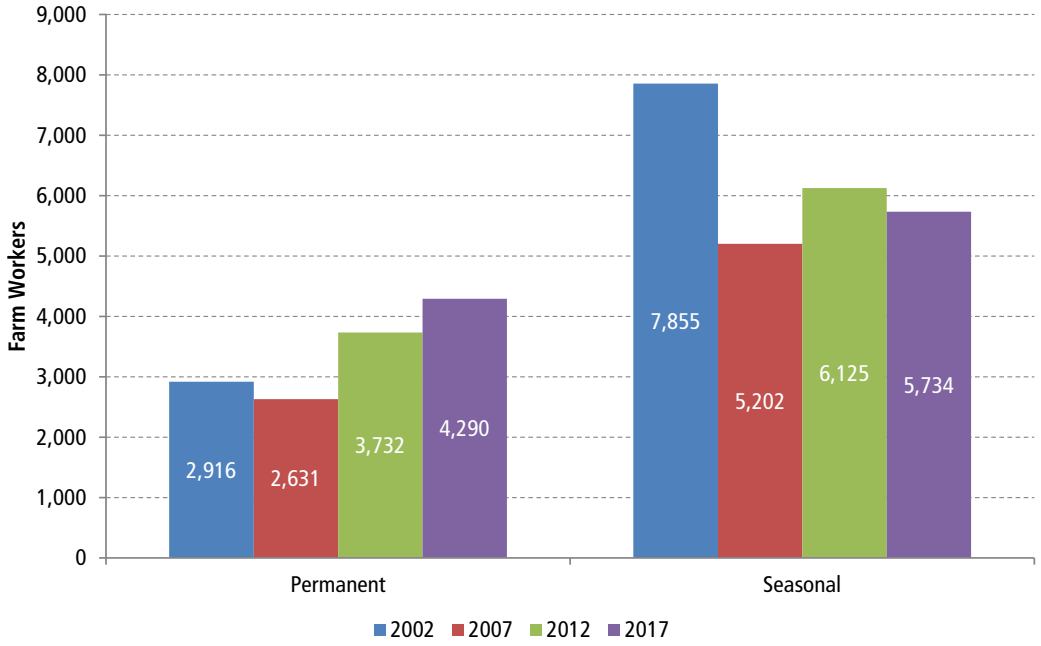
Table 26 presents an estimate of the total farmworkers in Napa County. Since 2007, the county has seen an increase in farmworker jobs. As of 2017, the county is reported to have more than 10,000 hired farm workers, of which 43 percent worked more than 150 days. The number of permanent farm workers in Napa County has increased since 2002, totaling 4,290 in 2017, while the number of seasonal farm workers has decreased, totaling 5,734 in 2017 (Figure 44). Notably, hired farm workers in Napa County represent a large proportion of the Bay Area's permanent (24.8 percent) and seasonal (31.4 percent) farm workers (Table 26).

Table 26 Farm Labor, Napa County

	2002	2007	2012	2017	County Distribution	Percent of Total Bay Area Farmworkers
Permanent	2,916	2,631	3,732	4,290	43%	24.80%
Seasonal	7,855	5,202	6,125	5,734	57%	31.40%
Totals	10,771	7,833	9,857	10,024	100%	28.20%

Universe: Hired farm workers (including direct hires and agricultural service workers who are often hired through labor contractors)
Notes: Farm workers are considered seasonal if they work on a farm less than 150 days in a year, while farm workers who work on a farm more than 150 days are considered to be permanent workers for that farm.
Source: U.S. Department of Agriculture, Census of Farmworkers (2002, 2007, 2012, 2017), Table 7: Hired Farm Labor

Figure 44 Farm Labor by County, Napa County



Universe: Hired farm workers (including direct hires and agricultural service workers who are often hired through labor contractors)
Notes: Farm workers are considered seasonal if they work on a farm less than 150 days in a year, while farm workers who work on a farm more than 150 days are permanent workers for that farm.
Source: U.S. Department of Agriculture, Census of Farmworkers (2002, 2007, 2012, 2017), Table 7: Hired Farm Labor For the data table behind this figure, please refer to the Data Packet Workbook, Table FARM-02.

Existing Resources

Five different kinds of housing exist for farmworkers in Napa County: farmworker centers, owned and operated by the Napa County Housing Authority (NCHA); private accommodations designated for agriculture employees that accommodate five or more employees and are monitored by the Napa County Department of Environmental Management; private accommodations designated as farm labor dwellings accommodating fewer than five residents, private apartments or other housing rented or owned by farmworkers; and affordable housing projects subsidized by the County and by incorporated cities, some of which have units set aside specifically for farmworker households.

Gaps in Resources and Action Items

Given the special housing needs of farmworkers in the region, the Housing Element contains Program H-H, which specifically encourages the development of more workforce or farmworker housing during the planning period through various incentives. Of the discussed incentives, most impactful is the City's commitment to explore opportunities to use funds from the City's Housing Trust Fund to help assist in the construction of farmworker housing. Additionally, programs H-E, H-I, H-KK, H-LL, H-NN also commit the City to exploring a variety of methods to better meet the housing needs of special needs households, including farmworkers.

Extremely Low-Income Households

Extremely-low income households are defined as households that make less than 30 percent of AMI, which equates to $27,950 for a family of four. Approximately 395 households in St. Helena are extremely-low income households, which includes 215 homeowners and 180 renters (see Figure 11). The City currently estimates that there is a need for 52 additional housing units for extremely low-income households in the current planning period, which is 50 percent of projected very low-income housing needs (see Table 6).

Existing Resources

Currently, St. Helena has an estimated 214 units of deed restricted affordable housing, listed on Table 17. This figure stretches across the need for extremely low-, very low-, low-, and moderate-income housing. Given that there are 52 units needed for extremely low-income households, there is clearly a lack of adequate housing supply for extremely low-income households.

Beyond the availability of deed restricted affordable housing, there are a variety of resources available to assist extremely-low-income households with their recurring expenses. Extremely low-income households who are enrolled in the Supplemental Nutritional Assistance Program (SNAP), or any other qualifying government program, are eligible to be enrolled in the PG&E CARE Program, which allows for the lowest available electricity rates. Additionally, when households are enrolled in CARE, they are also permitted access to a fifty percent discount on their bill from the St. Helena Water District. The City also offers hardship payment agreements that can be arranged in person at City Hall to prevent water or sewer shutoff.

Gaps in Resources and Action Items

To help address the needs of extremely low-income households, numerous programs are included in this Housing Element to commit the City to preserving and expanding access to affordable housing to extremely low-income households. Program H-EE commits the city to continue reducing, deferring, or waiving the development fees for extremely low- and very low-income units. Program H-FF commits the City to prioritizing using the Affordable Housing Trust Fund to preserve existing or develop new extremely low-income housing units. H-II commits the City to continue supporting and participating in the Section 8 housing program with the City of Napa Housing Authority. Program H-OO commits the City to exploring the possibility of working with property owners of market rate multifamily complexes to convert some units to extremely low-income deed-restricted units.

Persons Experiencing Homelessness

Homelessness remains an urgent challenge in many communities across the state, reflecting a range of social, economic, and psychological factors. Rising housing costs result in increased risks of community members experiencing homelessness. Far too many residents who have found themselves housing insecure have ended up unhoused or homeless in recent years, either temporarily or longer term.

Addressing the specific housing needs for the unhoused population remains a priority throughout the region, particularly since homelessness is disproportionately experienced by people of color, people with disabilities, those struggling with addiction and those dealing with traumatic life circumstances. According to the City of St. Helena, there is one homeless person who resides in St. Helena. This data was provided by a point in time assessment by the Police Chief of the St. Helena Police Department in 2021.

Gaps in Resources

Countywide, the most common type of household experiencing homelessness is those without children in their care. Among households experiencing homelessness that do not have children, 53.7 percent are unsheltered. Of homeless households with children, most are sheltered in transitional housing (Table 27).

Table 27 Homelessness by Household Type and Shelter Status, Napa County

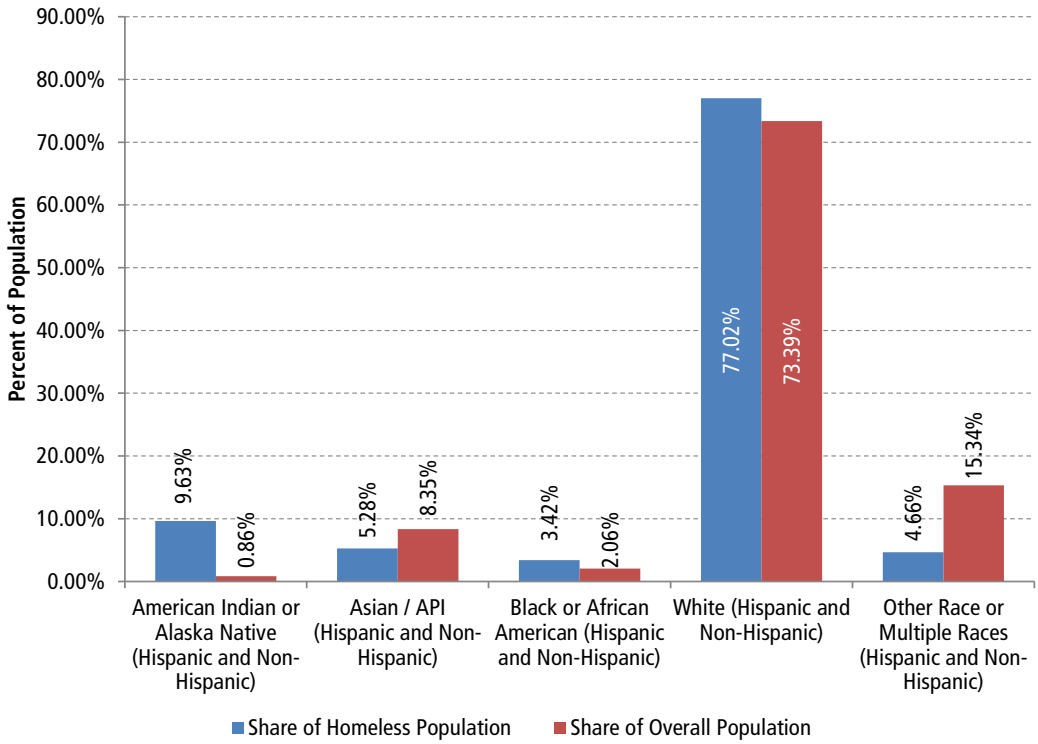
	People in Households Composed Solely of Children Under 18	People in Households with Adults and Children	People in Households without Children Under 18
Sheltered - Emergency Shelter	0	13	119
Sheltered - Transitional Housing	0	34	6
Unsheltered	0	5	145

Universe: Population experiencing homelessness
Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD's requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness.
Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019)

For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-01.

People of color are often disproportionately impacted by homelessness, particularly Black residents of the Bay Area. In Napa County, White (Hispanic and Non-Hispanic) residents represent the largest proportion of residents experiencing homelessness and account for 77.0 percent of the homeless population, while making up 73.4 percent of the overall population (Figure 45).

Figure 45 Racial Group Share of General and Homeless Populations, Napa County

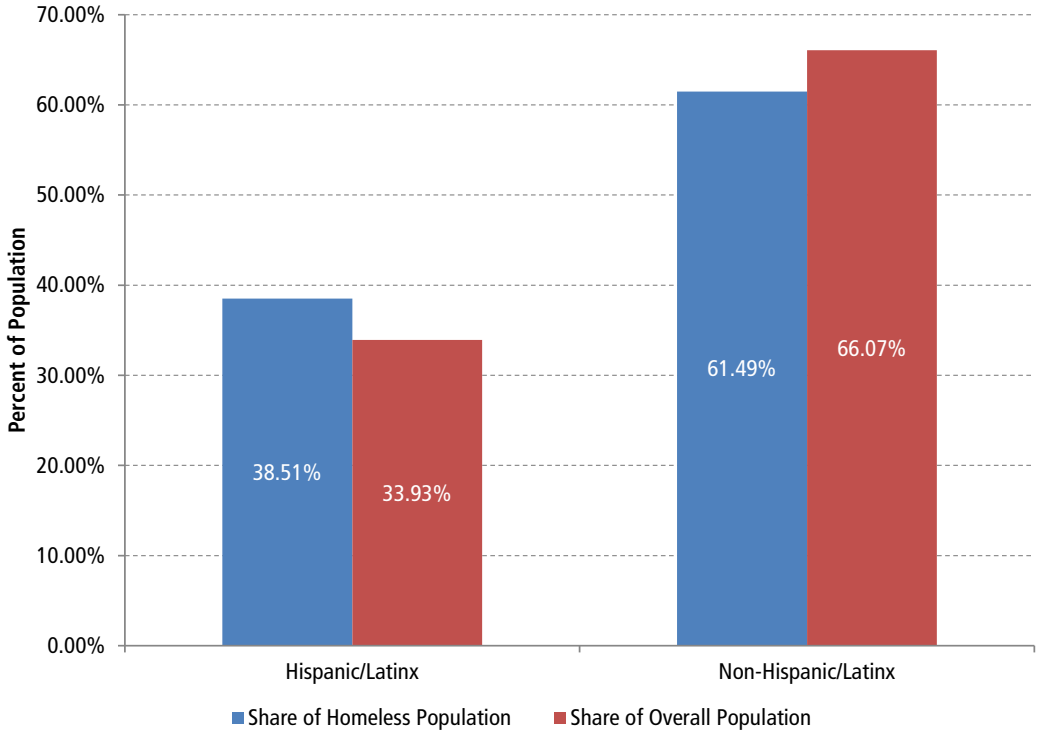


Universe: Population experiencing homelessness

Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD's requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness. HUD does not disaggregate racial demographic data by Hispanic/Latinx ethnicity for people experiencing homelessness. Instead, HUD reports data on Hispanic/Latinx ethnicity for people experiencing homelessness in a separate table. Accordingly, the racial group data listed here includes both Hispanic/Latinx and non-Hispanic/Latinx individuals.
Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019); U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001(A-I)
For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-02.

In Napa County, Latinx residents represent 38.5 percent of the population experiencing homelessness, while Hispanic or Latinx residents comprise 33.9 percent of the general population (Figure 46).

Figure 46 Hispanic or Latinx Share of General and Homeless Populations, Napa County



Universe: Population experiencing homelessness
Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019); U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001(A-I)
For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-03.

Many of those experiencing homelessness are dealing with severe issues – including mental illness, substance abuse and domestic violence – that are potentially life threatening and require additional assistance. In Napa County, homeless individuals are commonly challenged by severe mental illness, with 177 reporting this condition (0). Of those, some 44.1 percent are unsheltered, further adding to the challenge of handling the issue.

Table 28 Characteristics for the Population Experiencing Homelessness, Napa County

	Chronic Substance Abuse	HIV/AIDS	Severely Mentally Ill	Veterans	Victims of Domestic Violence
Sheltered - Emergency Shelter	70	0	91	8	11
Sheltered - Transitional Housing	0	0	8	0	4
Unsheltered	91	1	78	6	17

Universe: Population experiencing homelessness
Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019)

In St. Helena, there were no reported students experiencing homelessness in the 2019-20 school year (Table 29). Napa County has seen a 29.1 percent decrease in the population of students experiencing homelessness, and the Bay Areas as a whole experienced an 8.5 percent decrease. However, during the 2019-2020 school year, there were still some 13,718 students experiencing homelessness throughout the region, adding undue burdens on learning and thriving, with the potential for longer term negative effects.

Table 29 Students in Local Public Schools Experiencing Homelessness

Geography	2016-17	2017-18	2018-19	2019-20
St. Helena	0	0	0	0
Napa County	381	433	249	270
Bay Area	14,990	15,142	15,427	13,718

Universe: Total number of unduplicated primary and short-term enrollments within the academic year (July 1 to June 30), public schools
Notes: The California Department of Education considers students to be homeless if they are unsheltered, living in temporary shelters for people experiencing homelessness, living in hotels/motels, or temporarily doubled up and sharing the housing of other persons due to the loss of housing or economic hardship. The data used for this table was obtained at the school site level, matched to a file containing school locations, geocoded and assigned to jurisdiction, and finally summarized by geography.
Source: California Department of Education, California Longitudinal Pupil Achievement Data System (CALPADS), Cumulative Enrollment Data (Academic Years 2016-2017, 2017-2018, 2018-2019, 2019-2020)

Existing Resources & Action Items

Given the documented need for emergency shelters in Napa County, St. Helena is subject to Government Code Section 65583(a) (4). This code section, which became effective as of January 1, 2008, requires jurisdictions to designate zoning districts adequate for facilities to accommodate the identified need for emergency shelters, wherein emergency shelters must be allowed without a conditional use or other discretionary permit.[20] [21] The City is in compliance, as emergency shelters are currently a permitted use by-right in the Service Commercial and Industrial zones.

[20] *Building Block for Effective Housing Elements, "Adequate Sites Inventory and Analysis: Zoning for Emergency Shelters and Transitional Housing". http://www.hcd.ca.gov/hpd/housing_element2/SIA_variety.php. Accessed February 14, 2014.*
[21] *Senate Bill 2, Chapter 633. Amendment to Acts 655582, 65583 and 65589.5. Approved by Governor on October 13, 2007. Effective January 1, 2008. Accessed February 17, 2014.*

The City is in compliance with State laws related to emergency shelters, supportive housing, and transitional housing. Emergency shelters are identified as a by-right use in the I and SC zoning districts. According to a Point in Time Count provided by the Chief of Police, there is one homeless person who resides in St. Helena. There are several parcels in these zones that can accommodate an emergency shelter, including APN 009-580-022-000 (I zoning district) and APN 009-194-005-000 (SC zoning district). These parcels are vacant, habitable, and in proximity to transportation and services. Combined, they total 1.48 acres and can provide capacity for 15 beds, by conservative assumption of 10 beds/acre. In addition, the City must allow transitional housing, as defined in Section 50675.2 of the Health and Safety Code, and supportive housing, as defined in Section 50675.14 of the Health and Safety Code, as residential uses. As required by state law, transitional and supportive housing must be subject only to the same permitting process as other similar residential uses in the same zone without undue special regulatory requirements. For example, a proposed multifamily supportive housing project would be subject to the same permitting process as any other similar multifamily development in the same zoning district. As required, the City allows transitional and supportive housing in all residential, commercial, and mixed use districts, subject only to the requirements of residential uses.

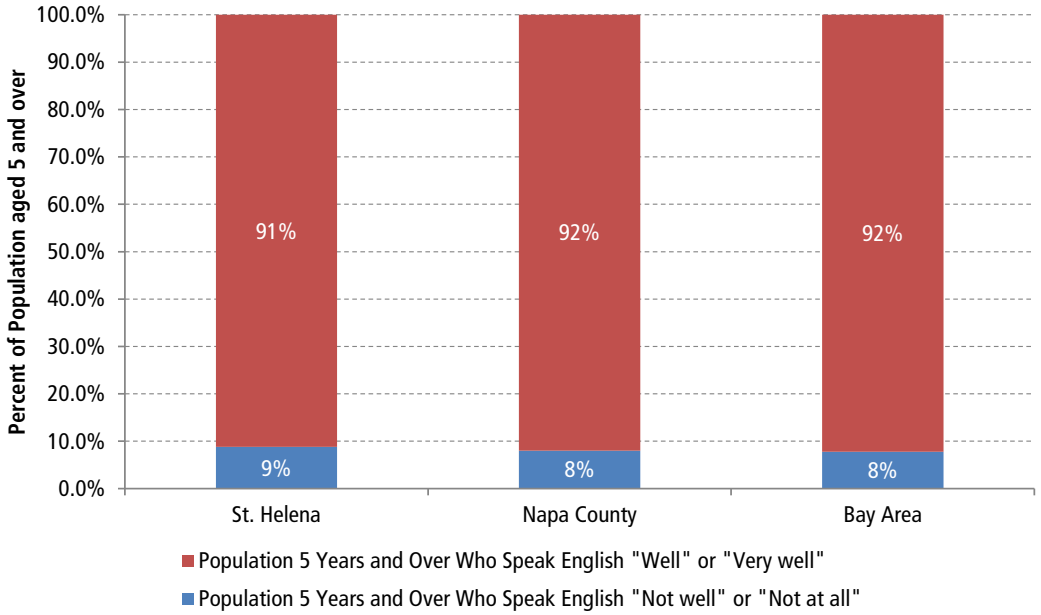
Emergency shelters, transitional housing, and supportive housing are subject to subjective design review, which poses a significant constraint to development. To overcome this constraint, Program H-F commits the City to adopting objective design standards, as well as a by-right streamlined review process for affordable housing developments meeting state affordability thresholds, in compliance with SB 35 and SB 330.

Non-English Speakers

California has long been an immigration gateway to the United States, which means that many languages are spoken throughout the Bay Area. Since learning a new language is universally challenging, it is not uncommon for residents who have immigrated to the United States to have limited English proficiency. This limit can lead to additional disparities if there is a disruption in housing, such as an eviction, because residents might not be aware of their rights, or they might be wary to engage due to immigration status concerns.

Figure 47 shows population data by English proficiency. In St. Helena, nine percent of residents five years and older identify as speaking English not well or not at all, which is slightly higher than the proportion for Napa County. Throughout the region the proportion of residents five years and older with limited English proficiency is nine percent.

Figure 47 Population with Limited English Proficiency



Universe: Population five years and over
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B16005For the data table behind this figure, please refer to the Data Packet Workbook, Table AFFH-03.

8. Non-governmental and Governmental Constraints

Constraints on the development of housing are divided into non-governmental constraints and governmental constraints. Non-governmental constraints include the price of land, cost of construction, flooding, conservation easements and long-term vineyard leases, and a lack of rental accessory dwelling units. Potential governmental constraints include land use controls, codes and code enforcement, on and off-site improvements, fees and exactions, processing and permit procedures, and regulations affecting housing for persons with disabilities.

Key Findings

- The possible non-governmental constraints discussed include the price of land, cost of construction, flooding, conservation easements and long-term vineyard leases, and a lack of rental accessory dwelling units. Land costs represent a significant component of the cost of housing development in St. Helena because the high price of vacant land. The cost of construction in St. Helena higher than the state average and further constrains development. Overall housing production costs for both single-family and multiple-family rental development indicate that a subsidy would probably be necessary for some moderate-income households, and all lower income households to own or rent new units in St. Helena.

- The governmental controls analyzed in this section were land use controls, codes and enforcements, on-and off-site improvements, fees and exactions, processing and permit procedures, and regulations affecting housing for persons with disabilities. The land use controls including zoning and current General Plan land use designations do not constrain residential development; however, some changes are necessary to streamline the design review process.

- The Growth Management System (GMS) does not appear to place an undue burden on market rate development, since there has never been a year when the demand for residential building permits has exceeded the number of available permits. Furthermore, housing projects affordable to households at up to 120 percent of AMI are exempt from the GMS. Due to recent state laws, the GMS is not currently enforceable.

- The on- and off-site improvement standards related to water, sewer, parking, and other miscellaneous regulations impact housing development in a variety of different ways. Sewer capacity is sufficient to support additional development. Water capacity during a normal year is sufficient and is expected to remain sufficient through 2023, but there will always be water shortages in dry years. The City has demonstrated its commitment to providing water and sewer service to affordable housing developments, and has included a program committing the City to continue to do so throughout the planning period.

- Neither the building codes nor the building fees represent a governmental constraint to development. St. Helena adopted the 2019 California Building Codes Standards, and although they have made some

changes to the Code such as seismic control measures, these changes were necessary for safety and do not unduly affect housing production. The fee structure for both single-family and multiple-family development reflects the costs of the development to the City, and therefore does not present an unnecessary constraint on residential development.

- The City works diligently to process applications quickly and without unnecessary delay. Permitting and processing procedures and timelines for residential development, both single and multifamily, are not a constraint to development.

Non-governmental Constraints

Price of Land

According to Zillow.com, there were approximately eighteen vacant lots for sale in St. Helena in March 2022, though many are large and in undeveloped rural areas. Sales are reported between $229,000 and $17,500,000 for properties ranging in size from less than one acre to 280 acres. A public comment made during a community workshop indicated that larger vacant sites tend to be located near or beyond the urban limit.

Table 30 Price of Vacant Land, March 2022

Site	Acres	List Price	Price per Acre
10 Acres or Less	0.35	$525,000	$1,500,000
	0.74	$595,000	$804,054
	1.00	$375,000	$375,000
	1.00	$225,000	$225,000
	1.00	$975,000	$975,000
	1.08	$450,000	$416,667
	1.14	$5,000,000	$4,385,965
	1.58	$475,000	$300,633
	2.40	$1,000,000	$416,667
	5.01	$1,850,000	$369,261
	10.00	$2,695,000	$269,500
Total	25.30	$14,165,000	$559,881

Site	Acres	List Price	Price per Acre
More Than 10 Acres	15.90	$3,995,000	$251,258
	23.09	$2,950,000	$127,761
	32.00	$17,500,000	$546,875
	92.72	$229,000	$2,470
	110.63	$1,795,000	$16,225
	160.69	$549,500	$3,420
	280.00	$649,000	$2,318
Total	715.03	$27,667,500	$38,694

Source: Zillow.com, accessed March 28, 2022.

Construction Costs

Construction costs include both hard costs, such as labor and materials, and soft costs, including architectural and engineering services and development fees. Average residential construction costs in St. Helena begin at $300 to $700 per square foot, which is higher than statewide averages, which are currently ranging between $131 per square foot to $195 per square foot.[22] High-end, custom-built single-family homes, both locally and statewide, can cost more than $500 per square foot. Soft costs (including architectural and engineering fees, property taxes during construction, city and utility fees, and construction loan interest and fees) typically increase these costs by approximately 35 to 40 percent. Construction costs can be higher if lots require substantial site work due to steep slopes, unstable soils, waterways, and other environmental concerns.

Public comments made during Housing Element workshops indicated that construction costs are a major constraint to the production of affordable housing, and that 100 percent affordable projects are not profitable without public subsidies, grant funding, or other public investment.

Flooding

Napa Valley areas near the Napa River and along some of its tributaries are prone to flooding. Napa River flows are largely influenced by precipitation; peak flows generally occur in January and February. Some of the worst flooding in the immediate area of St. Helena has occurred in and around the Vineyard Valley Mobilehome Park, which is near the confluence of Sulphur Creek and the Napa River. Flood hazards also exist in the York Creek and Sulphur Creek Watersheds in St. Helena.

[22] *Local estimate provided by city staff communication with Joe McGrath in March 2022. Statewide estimate sourced from: ProMatcher Home Construction, California Home Construction Costs & Prices, provided at https://home-builders.promatcher.com/cost/california.aspx*

All new construction and substantial improvements in special flood hazard areas as defined by the Federal Emergency Management Agency are required to comply with the provisions of Municipal Code Chapter 15.52 "Flood Damage Prevention." The development standards are intended to meet, if not exceed, minimum National Flood Insurance Program (NFIP) criteria for requirements for floodplain management regulations. New development in these areas is required to assure that proposed development: 1) is designed or modified and anchored to prevent flotation, collapse and lateral movement of the structure; 3) uses construction materials and utility equipment that are resistant to flood damage; and 4) uses construction methods that minimize flood damage. In addition, projects must be elevated 18 inches above the base flood elevation.

Conservation Easements and Vineyard Leases

Agricultural land in St. Helena is valued for both a productive agricultural land and as open space that helps shape the character of St. Helena. Focus Group members and community workshop participants expressed, however, that conservation easements and long-term vineyard leases are a barrier housing production in the City. Sites included in the available sites inventory were screened for these constraints.

Lack of Rental Accessory Dwelling Units (ADUs)

While ADUs are often a less expensive housing option, Focus Group members and community workshop participants expressed that many ADUs in the City are not being rented, but are being used as additional square footage for the primary resident, a friend, a relative, or as a vacation rental. Programs H-Q, H-R, and H-S, work to encourage and incentivize development of accessory dwelling units.

Availability of Financing

A number of funding opportunities are currently available to support affordable housing development and the creation and preservation of homeownership opportunities. The Department of Housing and Community Developments lists active programs with current funding available to developers, non-profits, and local governments online. Statewide programs available for affordable housing development include Community Development and Block Grant (CDBG), Emergency Solutions Grants (ESG), HOME Investments Partnerships Programs (HOME), Housing for Healthy California (HHC), and the Multifamily Housing Program (MHP), among others. Programs available for homeowners or to assist in the creation or preservation of homeownership opportunities include CalHome, the Foreclosure Interventions Housing Preservation Program, and Homeownership Super NOFA. For a complete list, please see https://www.hcd.ca.gov/programs-active. Additionally, policies and programs under Goal 4: Assistance to Support Affordable Housing work to address non-governmental constraints by committing the City to seek additional funding opportunities to support affordable housing development, work to reduce fees for developers for affordable housing developers, and pursue mortgage credit certificates to assist prospective homeowners.

Governmental Constraints

Local government can directly influence housing production cost through land use controls, building codes, on and off-site improvement standards, fees and exactions, processing and permit procedures, regulations affecting housing for persons with disabilities, locally adopted ordinances, and with government codes and enforcement. This section discusses each of these topics and identifies the governmental controls that may adversely affect housing production.

Land-Use Controls

St. Helena has a variety of land use controls to maintain the standard of living, local environment, and safety of its residents. The two major instruments dictating land use control in the City are the Zoning Code and General Plan, which affect housing production because they determine the location, amount of land, development standards, and density of housing. These tools, as well as the City's agricultural preservation measures are discussed in this section.

Preservation of Agricultural Land

One major overarching theme and goal of the City's land use controls is to encourage in-fill development while preserving land for agriculture. The agricultural soils of St. Helena are identified as Prime Farmland by the California State Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program. The wines produced from the grapes in this region achieve international recognition for their superb quality, sustaining an industry at the heart of the City and region's economy.

Roughly one-half of the 3,254 acres within the incorporated limits of the City are considered urbanized area. This portion of the St. Helena is defined by an Urban Limit Line (ULL) which denotes the area within which urban development is allowed. Cities use ULLs to establish where they intend to encourage and discourage land development through public-infrastructure investments, land-use regulations, land acquisitions, and other actions. Within the ULL, cities typically adopt land use policies that encourage urban development (i.e., in-fill development). Outside the ULL, cities set aside lands to be used for less urban land uses, such as preserving land for agriculture and open space. There are 1,779 acres of land outside of the ULL, but inside the incorporated limits of the City of St. Helena. Most of this land is farmed and planted for vineyards.

Zoning Code

Title 17 of the St. Helena Municipal Code outlines both the residential and nonresidential zoning designations. Table 31 provides a list of all of the residential zoning districts as well as information on the rights and requirements associated with each district. Residential uses are permitted, subject to design review, in the following zones: Twenty-Acre Agriculture (A-20), Winery (W), Woodland Watershed (WW), Agricultural Preserve (AP), Low Density Residential One Acre Minimum (LR-1A), Low Density Residential (LR), Medium Density Residential (MR), and High Density Residential (HR). Table 31 shows permitted residential uses by zoning district.

Table 31 Zoning Districts that Permit Residential Uses

Residential Use	Zoning District							
	A-20	W	WW	AP	LR-1A	LR	MR	HR
Agricultural Employee Housing	P	P	P	P	P	P	P	P
Dwelling, Accessory Dwelling Unit (ADU)	P	P	P	-	P	P	P	P
Dwelling, Duplex (new)	-	-	-	-	-	-	UP	P
Dwelling, Multiple-Family	-	-	-	-	-	-	-	P
Dwelling, Multiple-Family (key housing sites only)	-	-	-	-	-	-	P	P
Dwelling, Single-Family	P	P	P	P	P	P	P	P
Dwelling, Triplex (new)	-	-	-	-	-	-	UP	P
Intermediate Care Facility (seven or more persons)	-	-	-	-	UP	UP	UP	UP
Intermediate Care Facility (six or fewer persons)	-	-	-	-	P	P	P	P
Mobile/Manufactured Homes	-	-	-	-	P	P	P	P
Residential Care Facility (seven or more persons)	-	-	-	-	UP	UP	UP	UP
Residential Care Facility (six or fewer persons)	-	-	-	-	P	P	P	P
Single Room Occupancy	-	-	-	-	-	-	-	P
Supportive Housing	P	P	P	P	P	P	P	P
Transitional Housing	P	P	P	P	P	P	P	P
P = Permitted; UP = Use Permit Required; (-) = Not Permitted								

Source: City of St. Helena, 2022.
Note: For an expanded table with more uses, notes on conditions, and zones where residential uses are conditionally permitted, see Table 42.

In terms of units per acre, the lowest allowable density is in the AP district. The AP district permits, by right, one single-family dwelling per lot, agricultural employee housing (up to 36 beds or 12 units), supportive housing, and transitional housing. The A-20 and W districts allow one single-family dwelling and one second unit by right on 20 acres of land. With a Use Permit, these districts can accommodate more than one single-family dwelling, as well as farm labor housing above the initially permitted density. Both the LR and LR-1A districts permit by right single-family dwellings, mobile and manufactured homes, and intermediate and residential care facilities for six or fewer persons. In addition, both districts permit as a conditional use single-family dwellings at less than one unit per acre and intermediate and residential care facilities for seven or more persons.

The MR district allows the same uses as the LR district and also allows duplexes and triplexes with a Use Permit. Unlike the previously mentioned districts, the MR district allows multiple-family dwelling projects that are located on "key sites" subject to design review. The HR district, in addition to allowing the same residential uses as the LR and MR districts, permits multiple-family dwellings, apartments, and dwelling groups containing four units or less. With a Use Permit, structures with more than four units, multiple-family dwellings,

apartments, and dwelling groups are permitted. The HR district is the only district that permits single room occupancy units (SROs).

In addition to the residential districts described above, some overlay districts can affect the type and amount of housing that can be built, including the Planned Development, Rural-Residential, Specific Plan, Historic Preservation, and Mobile Home Park overlay district. An overlay district expands upon the regulations already set by the underlying zoning district. For example, the Planned Development Overlay District (PD) allows for a wider variety of development, including mixed-use development not otherwise allowed in the Zoning Code. The PD zone is often applied to large pieces of land and requires approval of a rezoning and a conditional use permit application.

Table 32 shows density and intensity ranges allowed in the Zoning Code for each zoning district in dwelling units per acre (du/ac), or Floor Area Ratio (FAR) for commercial districts. Table 33 shows development standards by zoning district. As shown, density is allowed up to 28 dwelling units per acre and development standards are minimal, required setbacks for residential development are between 10 and 30 feet, depending on the zone, and minimum unit sizes are not regulated in residential zones. Further, the HDR zone, the City's primary multifamily zone, allows three-story developments up to 35 feet in height. Finally, the City is in the process of creating a new Mixed-Use zone to increase residential capacity in previously commercial and professional office districts.

Development standards related to maximum lot coverage and height pose potential constraints to multifamily affordable housing development. Currently the City allows 45 percent lot coverage and a maximum height of 30 feet in the MR and HR zones. Due to the potential to constraint affordable housing development, the City has, in the proposed Draft Zoning Code and in Program H-N: Zoning to Facilitate Higher Density Housing included development standards and actions, respectively, that commit the City to increasing lot coverage to 55 percent and maximum height to 42' (three stories) in the HR zone and on multifamily sites in the MR zone. Please note that the MR zone is a single-family zone, but the zoning code has been updated to allow multifamily uses on housing opportunity sites identified in the 5th Cycle Housing Element Update. Additionally, the program commits the City to allowing minor modifications to these standards that can be approved by the Community Development Director without a public hearing. Minor modifications should include up to 10 percent modification to maximum lot coverage and up to five percent (or two feet, whichever is greater) modification in maximum height.

Table 32 Density/Intensity Standards by Zoning District

Residential Zoning District	Corresponding General Plan Land Use Designation(s)	Minimum Density of Land Use Designation	Maximum Density of Land Use Designation
A-20	Agriculture	Min. 5 acres/parcel	Max. 40 acres/parcel
W	Woodland and Watershed	Min. 5 acres/parcel	No maximum
WW	Woodland and Watershed	Min. 5 acres/parcel	No maximum
AP	Agriculture	Min. 5 acres/parcel	Max. 40 acres/parcel
LR-1A	Low Density Residential	1.0 du/ac	5.0 du/ac
LR	Low Density Residential	1.0 du/ac	5.0 du/ac
MR	Medium Density Residential	5.1 du/ac	16.0 du/ac
HR	Higher Density Residential	16.1 du/ac	28.0 du/ac
CB	Central Business	N/A	Max. FAR 2.0
SC	Service Commercial	N/A	Max. FAR 0.5
BPO	Business and Professional Office	N/A	Max. FAR 0.5
Mixed Use[1]	Mixed Use	12 du/ac	20 du/ac

1: The City has adopted a new mixed-use designation within the 2040 General Plan Update and has released a Draft Comprehensive Zoning Code Update that includes a new Mixed-Use zone. Because the sites inventory assumes rezoning land to the new Mixed-Use zoning district, mixed-use development standards are shown in this table based on the October 2022 Public Review Draft Zoning Code.
Source: City of St. Helena, 2022.

Table 33 Development Standards by Zone

Residential Zone	LR	LR-1A	MR	HR
Development Standards				
Maximum lot coverage	35%	35%	45%	45%
Maximum height of principal building	30 feet	30 feet	30 feet	30 feet (if 4 du or less) 35 feet (if 5 du or more)
Maximum height of accessory building	15 feet	15 feet	15 feet	15 feet
Maximum floor area ratio (FAR)	Dictated by Parcel Size See SHMC 17.32.070	Dictated by Parcel Size See SHMC 17.32.060	Dictated by Parcel Size See SHMC 17.40.070	Dictated by Parcel Size See SHMC 17.40.070
Maximum width	=< 60% of lot width, subject to further requirements in SHMC 17.32.060	=< 60% of lot width, subject to further requirements in SHMC 17.32.030	=< 60% of lot width, subject to further requirements in SHMC 17.32.030	N/A
Minimum Unit Size	N/A	N/A	N/A	N/A
Minimum standards for parcels except for flag lots and small lots				
Lot Area	7,000 sq feet	1 acre	7,000 sq ft	7,000 sq ft
Lot width	70 feet	70 feet	70 feet	70 feet
Lot frontage	70 feet	70 feet	70 feet	70 feet
Minimum standards for structures with a maximum height of twenty-five (25) feet or less				
Front setback	20 feet	20 feet	20 feet	20 feet
Side setback	20 feet	20 feet	20 feet	20 feet

Side yard	10 feet	10 feet	10 feet	10 feet
Rear yard	20 feet	20 feet	20 feet	20 feet
Minimum standards for structures with a maximum height greater than twenty-five (25) feet and thirty (30) feet or less				
Front setback	30 feet	30 feet	30 feet	N/A
Side setback	30 feet	30 feet	30 feet	
Side yard	15 feet	15 feet	15 feet	
Rear yard	30 feet	30 feet	30 feet	

Nonresidential Zones				
Non-Residential Zone	**CB**	**SC**	**BPO**	**Mixed Use[1]**
Development Standards				
Maximum lot coverage	10,000 sq feet. of floor	10,000 sq feet of floor area	N/A	Max. 15,000 sq feet per building
Maximum height of principal building	35 feet or 30 feet if abutting residential use	35 feet	30 feet	Pitched roof: 45 ft/3 stories; 30 ft/2 stories within 20 feet of a residential district. Flat roof: 40 ft/3 stories; 26 ft/2 stories within 20 feet of a residential district
Maximum height of accessory building	35 feet or 30 feet if abutting residential use	35 feet	N/A	16 feet
Maximum floor area ratio (FAR)	2.0	0.5 by General Plan designation	0.5 by General Plan designation	1.0, inclusive of residential uses
Maximum width	N/A	N/A	N/A	Min. 50% of lot width
Minimum Unit Size	200 sq feet	200 sq feet	N/A	N/A
Lot Area	5,000 sq feet	10,000 sq feet	7,000 sq ft	5,000 sq ft
Lot width	N/A	70 feet	N/A	45 feet
Lot frontage	N/A	70 feet	N/A	70 feet
Minimum Setbacks				
Front setback	0 feet, or 10 feet if abutting residential use	35 feet	20 feet	Nonresidential: Max 10 feet; Residential: No setback allowed north of Mitchell Dr.; 5-15 ft everywhere else
Side setback	0 feet, or 10 feet if abutting residential use	25 feet	10 feet	0 feet on street side; 10 ft. abutting a residential district
Side yard	0 feet, or 10 feet if abutting residential use	10 feet/floor	10 feet	N/A
Rear yard	0 feet, or 10 feet if abutting residential use	15 feet, or 20 feet if abutting residential use	15 feet	0 ft; 10 ft. abutting a residential district

** The standards contained in this table are "typical" and are for illustrative purposes only. More specific development regulations and exceptions may apply. See Chapter 17 (Zoning) of the Municipal Code for additional development standards and requirements.*
1: The City has adopted a new mixed-use designation within the 2040 General Plan Update and has released a Draft Comprehensive Zoning Code Update. Because the sites inventory assumes rezoning land to the new Mixed Use zoning district, mixed-use development standards are shown in this table based on the October 2022 Public Review Draft Zoning Code.
Source: St. Helena Municipal Code, Title 17; St. Helena Public Review Draft Zoning Code Update, October 2022.

Overlay Zones

The Zoning Code outlines standards for several overlay zones that allow residential uses. The following summarizes each of these overlay zones.

Historic Preservation Overlay Zone. The purpose of the HP overlay district regulations is to preserve the unique architectural character of those certain specific structures which have contributed to the city's historic development. No permits for remodeling or demolition shall be issued for properties within the HP district which would result in exterior changes to building facades, structures, or to passageways providing inter-accessibility within a block, unless such change is approved by the planning commission. When it can be demonstrated to the satisfaction of the Planning Commission and City Council that preservation and/or restoration of designated properties cannot and is not economically viable, the City may grant certain incentives in the form of relaxation of certain provisions of this chapter only when it can be shown that such relaxation makes preservation or restoration economically feasible. The HP overlay zone does not impose additional development standards beyond those of the base zoning district.

Mobilehome Park Overlay (MHP) District. The purpose of the MHP mobilehome park overlay district is to provide, when combined with an underlying residential zoning district, a place which allows the establishment and operation of mobilehome parks. The city of St. Helena's MHP mobilehome park regulations are intended to complement and be subordinate to state law. The state law governing mobilehome parks is entitled the "Mobilehome Parks Act" and may be found in Division 13, Parts 2.1 and 2.3 of the California Health and Safety Code. Mobilehome park regulations are contained in the California Code of Regulations, Title 25, Division 1, Chapters 2 and 2.2. The city of St. Helena does not assume responsibility for the enforcement of the regulations contained therein and all mobilehome parks within the city remain subject to the jurisdiction of the California Housing and Community Development Department in its role as the enforcement agency for the above described State laws. Nothing contained in this chapter shall be construed to abrogate, void or minimize such other pertinent regulations and all pertinent state and city regulations concerning the development and operation of mobilehome parks shall be observed. Mobilehomes located within areas of special flood hazard are required to be in compliance with Chapter 15.52, Flood Damage Prevention. The MHP overlay district does not impose additional development standards beyond that of the base zoning district.

Planned Development Overlay (PD) District. It is the purpose of the PD planned development overlay district to encourage high quality, innovative and creative development in the city. The PD planned development overlay district is intended to provide for the consideration and approval of development plans

which serve public objectives more fully than development permitted under conventional zoning regulations. Planned development overlay districts are typically characterized by (in whole or in part): significant variations from the standards of the zoning ordinance, mixed land uses, a variety of housing types, the assembly of small parcels of land into a larger more effective unit, the preservation of open space, natural features or historical structures and structures with diverse building setbacks, lot sizes and building heights. The PD planned development overlay district may be combined with any existing zoning district provided both design and the proposed uses including density for residential land use designations can be found consistent with the policies of the General Plan. Development standards applicable to the zoning district which the planned development district is being combined shall be required unless modified in conjunction with approval of the planned development overlay district. The city shall address issues related to landscaping, parking, site design, ingress and egress, signage, lighting, relationship to adjoining properties and land uses, setbacks and yards and any other items toward achieving an integrated and compatible project within the city and environs.

Specific Plan Overlay (SP) District. The SP district is established to implement the policies of the general plan which call for the preparation and adoption of specific plans in certain areas of the community described in the general plan. In addition, the SP district is established to provide the city with the ability to require and/or to implement specific plans when the city council finds it necessary and appropriate. When applied to properties in advance of the adoption of a specific plan, the SP district serves to alert individuals to the requirement for a specific plan. When applied to properties after the adoption of a specific plan it serves to alert individuals to the policies and regulations of a specific plan. No new development will be approved within the specific plan areas designated in the general plan until a specific plan meeting the requirements of Section 65451 of the Government Code has been adopted by the city. The city council may determine that a site development plan for a specific property may be prepared in-lieu of a specific plan for the entire specific plan area. The site development plan shall be prepared and adopted prior to approval of new development. The site development plan shall include an analysis of infrastructure improvements as determined during review of a pre-application pursuant to Section 17.84.030. Based on the pre-application review, the city council shall determine the scope of the proposed specific plan or site development plan. The proposed specific plan or site development plan and associated documents shall be prepared under the supervision of the city with all costs paid by the property owners unless the city determines that all or a portion of the costs will be paid by the city. The SP Overlay district does not impose additional development standards, however standards for any specific plan should be developed under the supervision of the City, as stated previously.

Rural Residential Overlay (RR) District. It is the purpose of the RR rural-residential overlay district to identify those parcels within the city which are not serviced by city water or sewer and which have the ability to subdivide into additional parcels. Minimum lot sizes which are larger than the minimum lot sizes established for the underlying zoning district are required for parcels which do not have city water or sewer services. The following regulations shall apply in all districts with which are combined RR district. The only uses permitted shall be those uses permitted in the district with which the RR district is combined; provided, however, where water is available from a private well, the land may not be subdivided into less than one acre or if water is available from a mutual or utility company the land may be subdivided into parcels of twenty thousand (20,000)

square feet or greater as determined by the health officer of the city; or if sanitation and public water are available the land may be subdivided into parcels not less than ten thousand (10,000) square feet. "Health officer of the city" as used in this section, is defined to mean the official or officials of the city charged with the duty of enforcing the health ordinances of the city and the official or officials of any other governmental agency with whom the city has contracted for the enforcement of such ordinances.

Please note, the Rural Residential Overlay (RR) District is being deleted through the Comprehensive Zoning Code Update currently (2023) underway and scheduled for adoption in fall 2023.

General Plan

St. Helena adopted the current General Plan in 2019. The General Plan has a planning horizon of 2040. The city of St. Helena consists of approximately 3,254 acres. Of that total, 19 percent are designated for residential uses, four percent for commercial uses, 2.5 percent for business/industrial uses, and 69 percent for open space and agriculture.[23] Not all the land within the City Limits are available for development; rather approximately 1,475 acres within the Urban Limit Line (ULL) are eligible for development.[24] Thirteen land use designations cover the land in St. Helena.

The ULL contains land use designations including Low, Medium, and High Density Residential, Central Business, Service Commercial, Industrial, Business and Professional Office, Parks and Recreation, Public/Quasi-Public, Open Space and Agriculture. Some land outside, yet contiguous to the ULL has a General Plan designation of Urban Reserve (UR) indicating that it should be considered first if land outside the ULL is needed for development. All lands with a UR land use designation are zoned A-20.

Residential Growth Management System

The Residential Growth Management System (GMS) limits the number of building permits available for residential growth each year.[25] The stated purpose of the system is "to regulate the residential growth of the City to approximately two percent per year, while providing for both market rate and affordable housing units."[26] The GMS previously instituted a cap of 2,800 units by 2010, which resulted in a restriction of nine permits being issued per year. Program H-B commits the city to removing the GMS from the Zoning Code, thus removing this governmental constraint and further encouraging the construction of housing to meet RHNA goals.

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[23] City of St. Helena General Plan Update 2040, Chapter Two Land Use and Growth Management. https://www.cityofsthelena.org/sites/default/files/fileattachments/planning_resources/page/3505/final_plan_compiled.pdf January 27, 2022.

[24] City of St. Helena General Plan Update 2040, Chapter Two Land Use and Growth Management. https://www.cityofsthelena.org/sites/default/files/fileattachments/planning_resources/page/3505/final_plan_compiled.pdf January 27, 2022.

[25] City of St. Helena Municipal Code. Chapter 17.152. http://www.codepublishing.com/CA/sthelena/. Accessed on January 27, 2022.

[26] City of St. Helena Municipal Code. Chapter 17.152. http://www.codepublishing.com/CA/sthelena/. Accessed on January 27, 2022.

Requests to Develop Below Allowable Density

During the previous housing element cycle (2014-2023) there were no requests to develop housing opportunity sites below allowable density.

Building Codes and Enforcement

For the purpose of establishing proper regulations for the administration of the various codes covered in the Building Code, the City has adopted Chapter 1 of the California Building Code, Chapter 1 of the Plumbing Code, Chapter 1 of the Mechanical Code, and Annex H of the Electrical Code, 2019 Edition, excepting additions, revisions and omissions listed in Section 15.08.020 of the Municipal Code. The major local amendments included the continuation of St. Helena's program for the seismic retrofit of unreinforced buildings and the requirement that all new construction install an approved automatic fire-suppression sprinkler system. Existing residential structures that undergo additions or repairs equal to at least 50 percent of the existing floor area, and units experiencing a change in occupancy to a more hazardous use, also require the installation of an approved sprinkler system.[27] Otherwise, Title 15 of the St. Helena Municipal Code closely adheres to the 2019 California Building Standards Code and places no greater constraints on housing development than any other jurisdiction in the State that follows this model code.

The City has the power to inspect and declare unsafe any structure or piece of equipment, be it existing or under construction, that does not meet specific Municipal Code standards. These include, but are not limited to, structures with insufficient modes of egress; structures that are unsafe or that have been made structurally unsound due to fire, earthquake, or other natural disaster; buildings that are deemed a public nuisance; and buildings that have been constructed or maintained in violation of local or state law. Once a building has been declared unsafe, the building official may issue notice that the structure be repaired, vacated, or demolished within a reasonable amount of time and with the appropriate permits.[28]

The enforcement of building codes within the City of St. Helena is centered on the inspection of new construction and remodels or renovations requiring building permits. However, for existing structures, City Staff prioritizes code enforcement complaints according to the severity of the violation on the community and individuals. Situations that appear to pose a serious risk to health and safety are given top priority; others are pursued in the order in which they are received, as resources are available. In most cases for non-emergency complaints, a warning letter or courtesy notice is sent to the alleged violator to verify the status of the potential compliant and to obtain compliance. The purpose of this first step is to inform the alleged violator that there is a possible code violation on their property and to give them time to correct it. If the violation still exists after the correction date, the inspector will conduct a subsequent inspection and send a follow up notice with additional correction time. Staff provides detailed instructions on how a violation can be corrected and will meet with the property owner as necessary to assist in getting the violation corrected. The City also contracts with the Napa Housing Authority who assists property owners and tenants with any issues that may arise.

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[27] Municipal Code, 15.36.060 Fire protection systems.

[28] City of St. Helena. St. Helena Municipal Code, Title 15. http://www.codepublishing.com/CA/sthelena/. Accessed January 31, 2022.

On/Offsite Improvement Standards

The St. Helena Municipal Code lists requirements for new development related to streets and roadways, including street widths, sidewalks, curbs, and gutters, as well as water and sewer connections and parking requirements.

Street and Roadway Improvements

The City of St. Helena Standard Specifications for Public Improvements governs the requirements for public infrastructure improvements. Developers are completely responsible for the cost of these general improvements to the properties.

Residential street widths in St. Helena follow the specifications outlined in Table 34. The requirements for street widths in St. Helena do not serve as barriers to housing production as they are significantly less than the requirements of nearby jurisdictions which have much more housing stock available. The City of St. Helena Standard Specifications for Public Improvements allows for developers to construct subdivisions with narrower streets, thus allowing for more homes with less acreage reserved for rights-of-way.

Table 34 Residential Street Width Requirements

Type	St. Helena	Napa Yountville	American Canyon
Residential			
Single-Family Residence	16′	Standard: 56′ (both sides parking) Rural: 29′ With Parking: 48′	40′
2-10 units	20′		
11-60 units	25′		
Over 60 units	30′		
Non-residential			
One-way access drive	16′	60′ to 82′	Not Applicable
Two-way access drive	25′		

Source: Section 902, City of St. Helena Standard Specifications for Public Improvements, 2015.

Sidewalks

According to the City of St. Helena Standard Specifications for Public Improvements, Standard No. 315, the minimum standard sidewalk width is four feet in residential areas and 10 feet in business or commercial areas. This sidewalk standard is compliant with Americans with Disabilities Act (ADA) standards and are only what is necessary for the activities occurring in their respective areas. Curbs are required to be designed with a six-inch top, 12-inch gutter, and six-inch rise above the roadway surface. The sidewalk, curb, and gutter standards do not pose a constraint to housing development.

Landscaping

Landscaping is required for projects subject to design review and the Water Efficient Landscape Ordinance. All open space and common areas are required to be landscaped and landscaping plans must be approved through the design review process. Further, St. Helena requires compliance with California's Model Water Efficient Landscape Ordinance (MWELO), which focuses on several goals, including water conservation and

environmental quality. Although the MWELO requirements add additional planning cost to projects, they are State mandated requirements.

Landscaping requirements work to ensure efficient water use and basic environmental quality, health, and safety and are not a constraint to development. However, subjecting landscaping plans to the design review process constrains the development of affordable housing. Through the current (2022) comprehensive zoning code update, the City is revising the code to provide a ministerial review process for projects meeting objective design standards, including standards addressing landscaping.

Street Signs

Street signs are not a required improvement to developments to be paid for by the developer. Street signs, and other signs, are subject to the requirements of Municipal Code Section 17.112.

Other

Other miscellaneous improvements required by the City of St. Helena can include curb, gutter and sidewalk treatments, fire hydrants, and street trees. When new development fronts a public street, the developers may be required to provide curb, gutter, and sidewalk treatments to the specifications supplied by the Public Works Director.[29] If the Fire Chief or Public Works Director decides that there is not sufficient supply of fire hydrants nearby, new development would cover the cost of additional hydrants as necessary.[30] Finally, if a new development fronts a planting strip, the owner must care for and maintain the trees and other vegetation in the strip.

Sewer

The City of St. Helena owns the Wastewater Treatment Plant, which provides secondary-level treatment for domestic and commercial wastewater within the City. The plant has a permitted average dry weather treatment capacity of 0.5 million gallons per day (mgd) and can treat up to 2.8 mgd during wet weather.[31] In 2016, the City initiated planning efforts to upgrade the existing Plant in order to meet stricter environmental requirements. Working with the Regional Water Resources Control Board, the City developed a strategy to meet the new requirements, and began construction of the needed improvements in 2022. Construction is expected to be completed by fall 2023. [32]

Per Chapter 727, Statutes of 2004 (SB 1087), sewer providers must grant priority for service allocations to proposed development that include housing units affordable to lower-income households. Local public and private wastewater service providers must adopt written policies and procedures that grant priority for service

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[29] *Municipal Code 12.08.090 Plans and specifications.*
[30] *Municipal Code 16.32.110 Fire protection.*
[31] *California Regional Water Quality Control Boar San Francisco Bay Region. Order No. R2-0210-0105, NPDES No. CA0038016. http://www.waterboards.ca.gov/rwqcb2/board_decisions/adopted_orders/2010/R2-2010-0105.pdf.*
[32] *City of St. Helena. Initial Study. WWTRP Phase I Upgrades Project. November 2020. https://www.cityofsthelena.org/sites/default/files/fileattachments/public_works/page/2831/st._helena_wwtrp_public_initial_study_compiled.pdf*
Accessed January 28, 2022.

hook-ups to developments that help meet the community's share of the regional need for lower-income housing. In addition, the law prohibits wastewater service providers from denying, conditioning the approval, or reducing the amount of sewer service for an application for development that includes housing units affordable to lower-income households unless written findings are made as specified in Government Code Section 65589.7(c).

Water

The City has three sources of potable water: Bell Canyon Reservoir, water purchased from the City of Napa under a long-term water supply contract, and groundwater from City-owned and operated wells. Bell Canyon Reservoir is the City's primary source of potable water. Bell Canyon is an on-stream reservoir with a physical storage capacity of 2,384 acre-feet, although the maximum amount of water that is available annually to the City is 992 acre-feet (AF). The City also purchases significant water quantities from the City of Napa through a contract, expiring in 2035, which guarantees delivery of a minimum of 600 AF per year. Additionally, the City pumps groundwater from its two wells. The City seeks to limit groundwater withdrawals to 450 AF in normal years.

The City calculates a safe annual yield for its water system as "the quantity of water which can be reliable 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. The City defines "undue hardship" as three or more consecutive months of Phase II water restrictions or Phase III water restrictions. Based on water supplies available in 2020, the City estimates the safe annual yield of its water system is 992 AF.

In 2011, the City adopted a new Water Shortage Emergencies Ordinance. The ordinance establishes three water shortage emergency phases with increasing water use restrictions. Phase I water regulations are triggered when the supply/usage balance is in deficit, meaning that the five-year rolling average of total water usage exceeds the safe annual yield of the City's water system. Under Phase I regulations, water customers are prohibited from expanding or installing new water-using appliances, plumbing, or improvements, such as landscaping and pools, unless the installation will result in no increase in water use. Replacement fixtures must be water efficient. In addition, new water connections for new development may only be approved if the projected water demand for the project can be offset by a corresponding reduction in the existing water demand on the city water system. New development proposals may demonstrate that the project is water-neutral through a combination of on-site water conservation measures, off-site retrofitting or well water.

Phase II water shortage emergency regulations include all Phase I regulations plus mandatory conservation measures. Under Phase II, residential water users are limited to 65 gallons per person per day. An additional allocation of 2,500 gallons per month for single-family homes landscape irrigation is provided during the April through October billing cycle. Multiple-family or mobile home occupants are permitted up to 70 gallons per day per 1,000 square feet of landscaped area or for dedicated irrigation meters, a 60 percent limit of current reference evapotranspiration. There are strict penalties for non-compliance of these mandatory conservation measures. In addition, no new water connections are permitted during a Phase II water emergency. Phase III

water shortage emergency regulations limit water use further to 60 gallons per person per day, and place additional limits on landscape irrigation.[33]

The City has adequate water supply to meet current demand, however the effects of climate change will likely reduce water supply from current sources. The City needs to obtain new water supplies and/or achieve more water savings in order to reliably meet future water demand. At the same time, the City recognizes that any new water supply, even if forthcoming, is likely to be expensive, potentially increasing the unit cost of potable water. The main emphasis within the General Plan (regarding water supply) is on conservation, seeking to reduce demand by all classes of users.

According to the City's Water Shortage Emergency Ordinance, if the City's water balance pursuant to the safe yield calculation is in deficit, then the City must comply with Phase I water restrictions. Most importantly, this requires that any new water demand, such as from a new residential project, must be completely offset by a reduction in current water demand, to the satisfaction of the Director of Public Works. Phases II and III involve the imposition of mandatory water restrictions on customers. If Phase II appears imminent, the City Council must appoint a Water Board which, if Phase II is implemented, will work with the Director of Public Works to ensure compliance by all sectors (residential, commercial, and industrial) with Phase II restrictions. Phase III restrictions are severe.

Per Chapter 727, Statutes of 2004 (SB 1087), water providers must grant priority for service allocations to proposed developments that include housing units affordable to lower-income households. Public and private water providers must adopt written policies and procedures that grant priority for service hook-ups to developments that help meet the community's share of the regional need for lower-income housing. In addition, the law prohibits water providers from denying, conditioning the approval, or reducing the amount of water service for an application for development that includes housing affordable to lower-income households unless written findings are made as specified in Government Code Section 65589.7(c). A city may deny, condition, or reduce water services to developments that include lower-income housing units if the city does not have "sufficient water supply" as defined in Government Code Section 66473.7(a) (2) or is operating under a water shortage emergency as defined in Section 350 of the Water Code.

The 2040 General Plan contains Implementation Action PF1-J that commits the City to granting projects that include affordable housing units priority access to water resources over other new projects should the capacity of local water systems become inadequate to meet the full demand for new connections.

Parking

St. Helena is a rural jurisdiction with limited public transport options, making commuting by automobile a common practice among residents of all income groups. Some local employers, such as wineries located off of the State Highways, only have access through roadways without suitable sidewalks or bus service. Thus, for residential developments in St. Helena, it is necessary to have some adequate amount of parking to sustain

[33] *City of St. Helena. Report to the City Council. June 23, 2020. https://sthelena.civicweb.net/document/41860/2020 Accessed January 28, 2022.*

regular life for residents of the rural town. Additionally, within neighborhoods, it is important to keep enough cars off the street due to some streets having little to no parking availability. For example, many streets in St. Helena's older neighborhoods only offer one-side parking and some roads on the edges of town have no paved side parking at all.

Residential parking requirements vary according to the number of dwelling units, as follows:

- One to two dwelling units: Minimum of two spaces per unit, with one of the spaces in a garage or carport.
- Three or more dwelling units (studio and one bedroom units): One covered space plus a half space per unit
- Three or more dwelling units (two or more bedroom units): One covered space plus one additional whole space per unit
- Rooming, boarding, or lodging house: Minimum of one space per room, and two spaces for the owner-occupied unit.
- Mobile home: Minimum of two spaces per unit plus centralized space for guest parking.[34]

Exceptions to these requirements are provided for housing subject to the affordable housing ordinance (see Locally Adopted Ordinances for more details). Some examples of parking minimum exceptions include projects built for senior citizens and deed-restricted affordable projects built with funding from the Federal or State government.[35] For all other uses not covered in the Municipal Code or State Density Bonus Law, the Planning Commission has the power to set the parking requirements based upon the general parking guidelines of the City.

The City of St. Helena's parking standards do not impose undue constraints to development of multifamily uses with two or more bedrooms. As shown in Table 35, when compared to other nearby jurisdictions, St. Helena's housing requirements are not only less restrictive, but much less complex. However, parking standards for multifamily uses with three or more studio or one-bedroom units require 1.5 parking spaces per unit. This requirement is a constraint to development of smaller unit multifamily uses. Program H-N commits the City to limiting parking requirements for these uses to one space per unit through the currently (2023) ongoing Comprehensive Zoning Code Update scheduled for adoption in fall 2023.

[34] *Municipal Code 17.124.030 Minimum on-site parking requirements*
[35] *Municipal Code 17.144 Affordable Housing*

Table 35 Parking Requirements, St. Helena, Napa, Yountville

Type	St. Helena	City of Napa	Town of Yountville
1-2 dwelling units	2 spaces per unit with 1 in garage/carport	*Single-family:* 2 spaces per unit with 1 in garage + 1 for each bedroom in excess of 2 and guest parking	2 space, 1 covered and 1 screened; 4 for duplex with 1 covered and 1 screened
3+ dwelling units (studios and 1 bedroom units)	1 covered space + ½ space per unit	1.5 per unit (1-3 units) 1.4 per unit (4-49 units) 1.25 per unit (50+ units)	3 dwelling units – 4 spaces, 2 covered, 2 screened 4 dwelling units – 6 spaces, 3 covered, 3 screened Additional units require 1 additional covered and 1 additional screened space per 2 units
3+ dwelling units (2 or more bedroom units)	2 space per unit with 1 covered	Varies, from 1.75-2 spaces per unit plus 0.4 space for each bedroom in excess of 3	
Rooming, boarding, or lodging house	1 space per room and 2 for owner-occupied unit	1 space per sleeping room with ability for planning commission to override under certain circumstances	1.14 spaces per room
Mobile home	2 spaces per unit with centralized guest parking	*Not specified, however, using single family requirements:* 2 spaces per unit with 1 in garage + 1 for each bedroom in excess of 2 and guest parking	*Not specified, however, using single family requirements:* 2 space, 1 covered and 1 screened; 4 for duplex with 1 covered and 1 screened

Source: Chapter 17.124, City of St. Helena Municipal Code, 2015; Town of Yountville Municipal Code 17.116.020; City of Napa Municipal Code 17.54.040.

Parking requirements are additionally not a constraint given the size of the parcels identified in the Sites Inventory. For example, one site with large capacity identified in the sites inventory is Site 8, a 1.5 acre vacant lot located at 882 and 886 College Avenue. This site is projected to have a capacity of 39 units with 15 lower income and 15 moderate income units. If the complex were to have 15 two-bedroom units, 15 one-bedroom units, and 9 studios, it would need a total of 66 parking spaces with 39 of them being covered. The St. Helena Standard Specifications for Public Improvements, Standard Number 321A and 321B call for parking spaces that are 19 feet long by 9.5 feet wide, which equates to 180.5 square feet per parking space. Thus, for Site 8, there would be an allocation of 11,913 square feet of surface space allocated for parking, which accounts for approximately 18.23 percent of the site. This allocation does not pose an undue constraint on the project and provides sufficient parking for the projected residents of the project. Further, developers can design garages, overhangs, and other architectural features which can allow for greater building footprint and thus less land allocated to uncovered parking.

The City's parking minimums are also in line with State data. According to the Department of Motor Vehicles, there were 147,603 registered vehicles in Napa County in 2021, equating to approximately 1.06 vehicles per person in Napa County. St. Helena's parking minimums, particularly figures regarding multifamily one-bedroom units, matches the data provided by the DMV.

To help promote the development of emergency homeless shelters, Assembly Bill 671 (2019) was passed which included a variety of measures to incentivize the construction of such facilities, including the requirement that jurisdictions can only require the number of spaces necessary for staff working in the shelter and no more than

other uses in the same zones. According to Municipal Code Section 17.124, emergency homeless shelters are considered an unlisted use, which leaves it up to the planning commission to determine the parking requirements. Emergency homeless shelters are permitted in the Industrial and Service Commercial zoning districts, which only conditionally permit housing. Commercial and industrial parking requirements require one parking space per 300 square feet of office area, one parking space per 650 square feet of industrial uses, and one parking space per 1,000 square feet of warehouse space, respectively. Based on these standards, the City does not currently comply with State law. The City is committed through Program H-F to amend the Zoning Code to require only be the number of spaces necessary for staff working in the shelter and no more than other uses in the same zones.

Further, the City is also evaluating and revising, as necessary, parking requirements for multifamily uses as a part of the currently ongoing (2023) Comprehensive Zoning Code Update to identify and remove potential constraints to housing development. The Update is scheduled for adoption in fall 2023.

The City does not impose any on-site and off-site improvement standards beyond those necessary to achieve health and safety requirements. The City's on-and-off site improvements standards, including roadway improvements, water and sewer requirements, and parking standards do not constrain residential development in St. Helena.

Fees and Exactions

The City's building department fee schedule is designed to directly offset the costs incurred by the City when processing and reviewing development applications, and to inspect new construction. Fees are charged when a building permit is issued and are based on building plans and estimated construction costs.

Development impact fees are charged to new projects in order to offset costs for the construction, expansion, and maintenance of off-site improvements that either were built for the purposes of the new project or were existing improvements from which the new developments will benefit. In the case of St. Helena, impact fees are charged for public safety, civic facilities, water and wastewater services, drainage, traffic mitigation, and schools. In 2013, the City conducted a comprehensive study and update of all of its development impact fees. As a result, total impact fees for single-family houses decreased from $19.78 per square foot to $16.32 per square foot, a 17.5 percent reduction. Fees for multiple-family development increased from $13.78 per square foot to $21.37 per square foot, a 55 percent increase.

The single-family fee calculations shown in Table 36 are based on an example 2,300 square foot single family residence with three-bedrooms and two-bathrooms with a total construction cost estimate of approximately $920,000 ($400 per square foot). The multifamily fee calculations shown in Table 36 are based on an example eight unit, three story 6,780 square foot multi-family development project.

Table 36 Planning and Development Fees

Fee Description	Single-Family	Multiple-Family
Planning and Application Fees		
Variance	$4,500	$4,500
Conditional Use Permit (CUP)	$5,200	$5,200
General Plan Amendment	$13,000 deposit plus staff time	$13,000 deposit plus staff time
Zone Change	$8,200 deposit plus staff time	$8,200 deposit plus staff time
Site Plan Review	$2,578	$2,578
Specific Plan	$25,000 deposit plus staff time	$25,000 deposit plus staff time
Specific Plan Amendment	$4,100	$4,100
Development Agreement	$13,500	$13,500
Building Inspection / Permit	$1,838	$1,838
Home Occupation Permit	$200 standard, $250 expanded	$200 standard, $250 expanded
Lot Subdivision	$6,300 minor; $35,000 major	$6,300 minor; $35,000 major
Lot Line Adjustment	$3,000	$3,000
Tentative Tract Map	$4,500	$4,500
Final Parcel Map	$2,100	$2,100
Design Review	<1,000 square feet: $2,600 >1,000 square feet: $3,700	$3,700
Environmental Fees		
Negative Declaration	$5,600 plus staff time	$5,600 plus staff time
Mitigated Negative Declaration (In-House)	$11,600 plus staff time	$11,600 plus staff time
Mitigated Negative Declaration (Contract)	$3,200 plus staff time	$3,200 plus staff time
Environmental Impact Report	$9,000 deposit plus staff time	$9,000 deposit plus staff time
Permit Fee	$433	$5,503
City Impact Fees		
Public Safety Fee ($1.04/sq ft)	$2,392	$7,051
Civic Facilities Fee ($1.95/sq ft)	$4,485	$13,221
Parks Fee ($7.16/sq ft)	$16,468	$82,580
Water System Fee ($3.05/sq ft)	$7,015	$16,747
Wastewater System Fee ($0.45/sq ft)	$1,035	$4,475

Drainage System Fee ($0.73/sq ft)	$1,679	$4,678
Transportation Fee ($1.94/sq ft)	$4,462	$16,001
Housing Fee (2.5% of construction cost)	$18,400	$27,933
Other District Fees		
School District Fee ($3.20/sq ft)	$6,831	$21,696

Source: City of St. Helena Planning Department, Mintier Harnish, 2022.

City impact fees are included in Table 36 above. Among these, the costliest fee is the Parks fee of $7.16 per square foot. These funds are used to develop and maintain City parks, a critical resource in the community. The City's wastewater impact fee ($0.45 per square foot), drainage system fee ($0.73 per square foot) and public safety fee ($1.04 per square foot) are particularly low. Further, the City's civic facilities and transportation fees are both under $2 per square foot. Importantly, City impact fees for multifamily listed in Table 36 are based on an eight-unit development, as explained previously, and have a lower per unit cost than City impact fees shown for a typical single-family use. These impact fees are based on the City's actual costs and are reevaluated and revised each year. The City's impact fees do not impose undue impacts to housing cost, supply, and feasibility, and are not a constraint to the development of housing.

Continuing with the example single-family and multi-family projects used in Table 36,Table 37 provides a breakdown of the cost-per-unit and estimated proportion of fee cost for the example project. These fees would be $70,830 and $21,525 per unit, respectively. This represents 7.7 percent of the single-family home project's construction cost and 12.3 percent of the multi-family home project's construction cost.

Table 37 Construction Cost Summary, Cost Per Unit and Cost Per Square-Foot

	Single-Family	Multiple-Family
Building Size (square feet)	2,300	6,780
Construction Cost (per square-foot)	$400	$206.49
Valuation	$920,000	$1,400,000
Total Estimated Fees Per Unit	$70,840	$21,525
Fees as % of Construction Cost	7.7%	12.3%

Source: City of St. Helena Planning Department; Mintier Harnish, 2022

The multiple-family development impact fees have increased to reflect the costs of the improvements necessary to serve multifamily residential development. Without the funds collected through the fees, the City could not afford to make the necessary improvements in infrastructure, and thus the fees do not represent an undue governmental constraint to housing development. In addition, fee reductions and adjustments for affordable

and other housing projects are permitted on a case-by-case basis, as approved by City Council under Section 3, Chapter 3.32 of the St. Helena Municipal Code.

In comparison to nearby jurisdictions, St. Helena's planning fees are similar in range, as shown on Table 38. For rezoning, St. Helena has some of the most expensive fees in the region, however for tentative tract or parcel maps, St. Helena has some of the lowest fees in the region. Overall, St. Helena does not have fees that result in an extremely significant cost difference between development projects situated in the city and those situated outside of the city in nearby jurisdictions.

Table 38 Planning Application Fees – Surrounding Jurisdictions, Single-Family and Multiple-Family

Jurisdiction	General Plan Amendment	Zone Change	Tentative Tract Map	Variance
St. Helena	$13,000 deposit plus staff time	$8,200 deposit plus staff time	$4,500	$4,500
City of Sonoma	$16,581	$981	$3,735 plus $395 per lot plus engineering time	$2,279
Yountville	$7,500 deposit plus staff time	$7,500	$5,000 plus staff time	$2,500
American Canyon	$8,312	$3,714	$8,129	$1,896
County of Napa	Established by resolution of the Board of Supervisors	N/A	$622.90 plus staff time	$6,100.90 plus staff time

Source: City of St. Helena Planning Department; Mintier Harnish, 2022

Given similar fee structures to nearby jurisdictions and the development impact fee study in 2013, St. Helena's fee structure does not pose an undue constraint on the production of housing.

Processing and Permit Procedures

St. Helena, as with other jurisdictions, has two primary types of processing and permit procedures: ministerial and discretionary.

Ministerial Permit Procedures

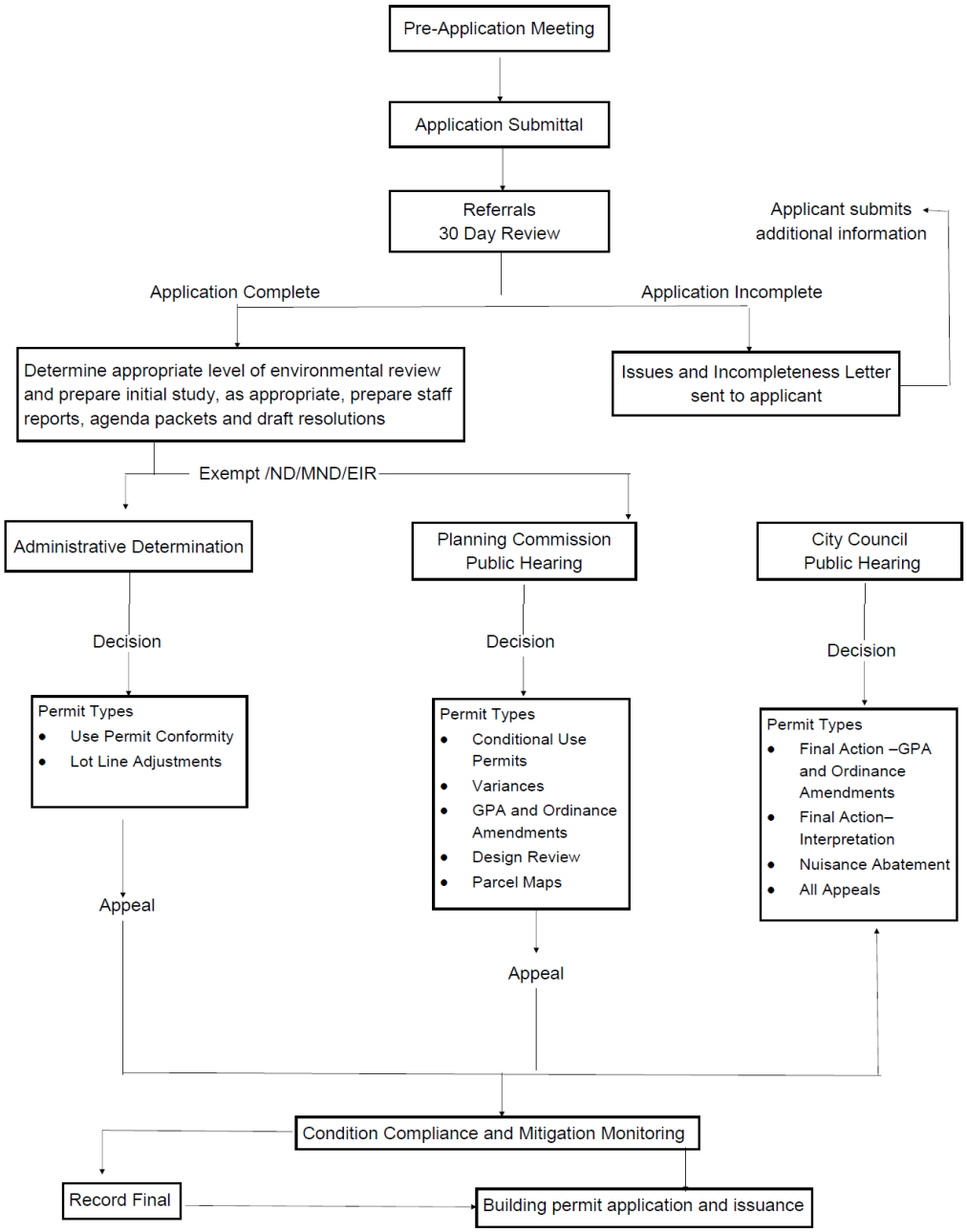
Ministerial permits are any permits that do not require a decision-making body to provide additional input before its approval. Ministerial permits are handled internally within the planning department and are approved by the planning director. Ministerial permits cover all development that is permitted by right in zones without design review. An example of a common ministerial permit is one for the construction of an accessory dwelling unit on a lot with a preexisting single-family dwelling. Ministerial review typically takes 2-4 weeks. As shown in Table 41, there is very little delay among previous projects. Ministerial permit procedures do not pose a constraint to housing development.

Discretionary Permit Procedures

Discretionary permits are any permits requiring a decision-making body to exercise judgment prior to its approval. As shown in Figure 48, after successfully completing a use permit and passing State environmental review, discretionary permits can be handled administratively through the Planning Director, or through public

review with the Planning Commission. If an appeal is made against the project, the project is sent to City Council for review.

Figure 48 Discretionary Permit Process Flowchart



Discretionary permits in St. Helena include general plan amendments, code amendments, specific plans, variances, development agreements, use permits, parcel and subdivision maps, design review, permit/map extensions, lot line adjustments, appeals, revocation of land use permits, and interpretations. As shown in Table 39 and Table 40, most discretionary permits take 3-6 months to process, with some permits taking less time (conditional use permit) or significantly more time (general plan amendment). For the purposes of residential development, conditional use permits (CUPs) and design review are the most pertinent to affecting the affordability, speed, and thus availability of affordable housing.

Table 39 Typical Processing Procedures by Project Type

	Single-Family Unit	Subdivision (20 units)	Multiple-Family (20 Units)
Required Permit Procedures	Ministerial Review - ADU	Tentative Map	Conditional Use Permit
	Design Review – new SFD	Final Map	
		Design Review	Design Review
		Initial Environmental Study	Initial Environmental Study
		Environmental Impact Report	Mitigated Negative Declaration
Estimated Total Processing Time	2 months	12 months	9 months

Source: City of St. Helena, Mintier Harnish, 2022.

Table 40 Timelines for Permit Procedures

Type of Approval or Permit	Typical Processing Time	Approval body
Ministerial Review	2 – 4 weeks	Planning Director
Conditional Use Permit	3 months	Planning Commission
Zone Change	6 months	Planning Commission & City Council
General Plan Amendment	6 months	Planning Commission & City Council
Design Review	3 months	Planning Commission
Subdivision Maps	6 months	Planning Commission & City Council
Parcel Maps	3 months	Planning Commission
Initial Environmental Study	6 months	Planning Commission & City Council, depending on project
Environmental Impact Report	10 months	Planning Commission & City Council

Source: City of St. Helena, Mintier Harnish, 2022.

Actual Project Times

Table 41 outlines a selection of seven projects with their entitlement approval dates and issuance of building permits. The time between entitlement and building permit issuance is negligible in St. Helena and is not a constraint to the city meeting its share of the regional housing need.

Table 41 Timelines for Permit Procedures

Description of Project	Entitlement Approval	Building Permit Issued	Time Elapsed
A single family dwelling with an accessory dwelling unit (601 Fulton)	3/19/2020	3/25/2020	4 days
An accessory dwelling unit (1856 Adams St, B)	3/12/2020	6/2/2020	3 months, 20 days
An accessory dwelling unit (1730 Stockton St, B)	1/6/2020	4/9/2020	3 months, 3 days
An accessory dwelling unit (940 Hunt Ave)	9/17/2020	9/17/2020	Same day
A single family dwelling (222 Pope St)	7/28/2020	7/28/2020	Same day
An accessory dwelling unit (1607 Kearney St, B)	6/1/2020	6/4/2020	3 days
An accessory dwelling unit (1135 Church St, B)	6/8/2020	6/23/2020	15 days

Source: City of St. Helena, Mintier Harnish, 2022.

Conditional Use Permit (CUP)

Conditional use permits (CUPs) are required when a land use is listed as a conditional use for a zoning district in the Zoning Code. Conditional Use Permits are subject to review by the Planning Commission, which considers compatibility with surrounding uses, public input, and staff feedback. Conditional use permits typically take three months to fully process, which is not considered a constraint to residential development. All projects that require a conditional use permit, except for the installation or modification of fences, require design review.

Design Review

Design Review is a process undertaken by the Planning Commission on certain projects to promote environmental quality, foster attractiveness, sustain functional utility, preserve neighborhood character, protect public investments, encourage a mix of uses, and raise the level of community expectations for the quality of the environment. [36] Chapter 17.164 of the St. Helena Municipal Code outlines the City's Design Review policies. The Municipal Code lists 14 specific design criteria considered by the Planning Commission:

1. Consistency and compatibility with applicable elements of the general plan;
2. Compatibility of design with the immediate environment of the site
3. Relationship of the design to the site;
4. Determination that the design is compatible in areas considered by the board as having a unified design or historical character;
5. Whether the design promotes harmonious transition in scale and character in areas between different designated land uses;
6. Compatibility with future construction both on and off the site;
7. Whether the architectural design of structures and their materials and colors are appropriate to the function of the project;

[36] *St. Helena Municipal Code. 17.165 Design Review.*

8. Whether the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community;
9. Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures;
10. Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles;
11. Whether natural features and vegetation are appropriately preserved and integrated with the project;
12. Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structures and functions;
13. Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors, create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site; and
14. Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials.[37]

The Planning Commission examines all proposed new structures and some exterior additions (e.g., additions on historical residential properties, addition of new residential floors) in relation to the above listed design criteria and arrives at one of three recommendations: approve, approve with minor modifications, or disapprove.

Projects that are subject to design review include:

- Any exterior modification to a commercial, multi-family, or designated historic building, including new construction
- The construction of a new single-family home
- Structures, buildings or site modifications requiring use permits in any district, excluding fences
- Additions to a single-family home which create a second or third floor, story or living space where one does not currently exist
- Any new structure prior to the issuance of any future building permits for structures on newly created parcels created on maps approved after January 1992
- Any new public facility, or modification thereof
- Demolition, except when required for emergency protection of public health, safety or welfare

[37] *St. Helena Municipal Code. 17.165 Design Review.*

The following projects are subject to administrative design review, which means that they are ministerially decided on by city planning staff as opposed to the Planning Commission:

- Any form of repair or maintenance where the work solely involves the replacement of materials in like kind and form or to any such work in areas not visible to the public from the public right-of-way or areas accessible to the public
- Accessory dwelling units, subject to requirements identified in SHMC 17.116.030
- Alteration, modification, or addition to an existing single-family home that is not eligible for design review
- Construction of an accessory structure in keeping with all development criteria of the zoning district in which the structure is proposed

Design review is required for practically all projects, including all primary residential structures. The City has not adopted a design review exemption for affordable housing development in the City. Therefore, design review is considered a significant constraint to affordable housing development in the City.

The complex and subjective nature of the design review process is a constraint housing production. Through the current comprehensive zoning code update, the City is working to codify objective design standards for single-family, small lot, and multifamily uses. Program H-F commits the City to amending the Municipal Code to provide objective design standards for residential development and a ministerial, by-right, process for approval of developments meeting all zoning and design standards.

Currently (2023) the MR zone does not allow for multifamily uses without a conditional use permit (CUP), with the exception of 5th Cycle Housing Element opportunity sites. Although the MR zone is primarily a single-family zone, the requirement for a CUP in this zone constrains the development of smaller multifamily uses. Program H-N commits the City to allowing duplexes and triplexes and a density range of 5.1 to 16 dwelling units per acre in the MR zone without a CUP.

Please note: the City implemented 5th Cycle Housing Element program HE1.D which committed the City to eliminating use permit requirement for multifamily projects on Housing Opportunity sites (Key Housing Sites) in the medium density residential zone. Section 17.40.020 was amended to permit the following:

> *N. Multiple-family dwellings, apartments, and dwelling groups at a density up to the maximum allowed by the medium density residential district shall be allowed as a permitted use on the following MR zoned parcels, which are identified as "Key Housing Sites" in Table 42 of the city's 2015-2023 housing element, and are identified as follows by street address and assessor's parcel number (APN): 567 Pope St. APN 009-070-002; 591 McCorkle Ave. APN 009-070-003; 1817 Spring St. APN 009-322-009; Sulphur Springs Ave. APN 009-362-015; Spring St. APN 009-441-023 and 009-552-002; 576 Pope St. APN 009-552-003; 1105 Pope St. APN 009-090-003. (Ord. 17-2 § 6 (part); Ord. 16-8 § 1; Ord. 15-2 § 7 (part): Ord. 12-2 § 6: Ord. 07-5 § 2 (part): Ord. 05-4 § 1 (part): Ord. 03-4 § 11: prior code § 27.51)*

Further, The City has received SB 2 and LEAP grants from the State of California to assist with encouraging and streamlining affordable housing development in the city. The City has applied these funds to the Comprehensive

Zoning Code Update currently underway. The Draft Update works to overcome constraints and encourage development by incorporating objective design standards for residential development and removing CUP requirements for duplexes and triplexes and densities of 5.1 to 16 du/ac in the MR zone, among other efforts.

Table 42 Housing Types Permitted by Base Zoning District

Zone Type	Agricultural			Residential				Commercial/Office			I	WW
Zoning District	A-20	W	AP	LR	LR-1A	MR	HR	CB	SC	BPO		
Design Review Required	No			Yes								
Single-family dwelling	P [1]	P [1,2]	P	P[4]	P	P[4]	P[4]	—	—	—	—	P
Residential units (in a mixed-use setting)	—	—	—	—	—	—	—	C[5]	C[5,7]	C[5]	C[8]	—
Residential Condominium or Townhouse	—	—	—	—	—	C	C	—	—	—	—	—
Duplex or triplex units	—	—	—	—	—	C	P	—	—	—	—	—
Multiple-family dwellings	—	—	—	—	—	P[6]	P	—	—	—	—	—
Mobile homes	—	—	—	P	P	P	P	—	—	—	—	—
Agricultural employee housing	—	—	P	P[3]	P[3]	P[3]	P[3]	—	—	—	—	P[3]
Supportive housing	—	—	P	P	P	P	P	C[5]	C[5,7]	C[5]	—	P
Transitional housing	—	—	P	P	P	P	P	C[5]	C[5,7]	C[5]	—	P
Single room occupancy housing	—	—	—	—	—	—	P	—	—	—	—	—
Intermediate care facility, 6 or fewer persons	—	—	—	P	P	P	P	—	—	—	—	—
Intermediate care facility, 7 or more persons	—	—	—	—	C	C	C	—	—	—	—	—
Residential facility, 6 or fewer persons	—	—	—	P	P	P	P	—	—	—	—	—
Residential facility, 7 or more persons	—	—	—	C	C	C	C	—	—	—	—	—
Emergency Shelter	—	—	—	—	—	—	—	—	P	—	P	—

P=Permitted C=Conditional —=Prohibited

[1]Permitted if the single-family dwelling(s) existed prior to October 1, 1993.

[2]Additional dwellings for occupancy by owners, caretakers and/or other employees, provided density does not exceed one dwelling unit per each five acres of the winery's contiguous property is a Conditional Use.

[3]Six or fewer persons only.

[4]New construction of single-family dwellings where the minimum density of 2 units or greater is a Conditional Use.

[5]Limited to upper floors only.

[6]Permitted only to parcels identified in the adopted Housing Element.

[7]Upper floors only in conjunction with a mixed-use project

[8]Subject to the restrictions outlined in SHMC 17.60.030, including a maximum 850 square feet floor area, one off-street parking space, and residency requirements.

Note: The Zoning Code text takes precedence over this table and there may be additional requirements or limits not noted on this table.

If the zone is not present in the table (PQP, PR, OS), it does not allow any residential uses by right or through any permitting processes.

Source: St. Helena Municipal Code, Title 17.

SB 330 Streamlining

On October 9, 2019, Governor Newsom signed into law SB 330, the Housing Crisis Act of 2019. The act amends existing state laws and creates new regulations around the production, preservation and planning of housing. The bill has been in effect since January 1, 2020, and sunsets on January 1, 2025. SB 330 will affect both project planning procedures and community planning outcomes.

The goal of SB 330 is to create certainty in the development of housing projects, speeding up the review of these projects, preserving affordable housing and preventing certain zoning actions that reduce the availability of housing. SB 330 does the following (not a comprehensive list):

- Creates a new vesting process for zoning and land use ordinances, policies, and standards in place at the time a preliminary application is submitted (with limitations);
- Requires that the historic status or designation of any site be determined at the time an application for a discretionary action is deemed complete;
- Prohibits imposing or enforcing non-objective design review standards established after January 1, 2020;
- Limits the number of public hearings to five for housing projects that meet all objective design standards; and
- Prohibits actions that reduce the total zoned capacity for housing (i.e., down-zoning).

A project that meets any of the following criteria per California Government Code Section 65589.5(h)(2)(B) is subject to the provisions of SB 330:

1. The project consists of residential units only;
2. The project is a mixed-use development consisting of residential and non-residential uses with at least two-thirds of the square footage of the project designated for residential use, including dwelling units and any uses accessory to the residential units; or
3. The project is transitional or supportive housing.

New Preliminary Application Form. SB 330 creates a new vesting process for discretionary housing projects during the five-year period of the bill. It achieves this through the creation of a new "preliminary application" process that establishes a new date for the purposes of locking projects into the ordinances, policies, and standards in effect when a preliminary application (including all required information) is submitted and deemed complete. This vesting does not apply to California Environmental Quality Act (CEQA) determinations, including historic resource determinations pursuant to CEQA.

Once a complete Preliminary Housing Development Application is submitted (along with other required applications if applicable), the zoning, design, subdivision, and fee requirements in effect as of that date will remain applicable to the project for the duration of the review and entitlement process, provided that all the following provisions are satisfied:

- Complete discretionary entitlement applications must be submitted and accepted by the Planning Department within 180 days of the Preliminary Housing Development Application being deemed complete;
- If the entitlement applications are deemed incomplete after filing, the application must submit all missing or incomplete items to the Planning Department within 90 days of being notified in writing by Planning Department staff;
- The project may not increase by more than 20 percent in the number of units or total square footage indicated in the Preliminary Housing Development Application, except as the project may be revised using the State Density Bonus; and
- The project must commence construction within 30 months of site permit issuance.

Note that the following modifications may be required even when a Preliminary Housing Development Application is on file:

- Development impact fees, application fees, capacity and connection fees, or other charges may be annually adjusted based on a published cost index;
- Requirements necessary to avoid an adverse impact to public health or safety, or to avoid or lessen an impact under CEQA may be applied; and
- Applicants may submit a new or amended Preliminary Housing Development Application at any time, in which case the requirements in effect at that time shall apply.

The City has created a preliminary SB 330 process and checklist to streamline the design and approval of by-right multi-family units within the community. Program H-F provides a by-right streamlined review process for affordable housing developments meeting state affordability thresholds, in compliance with SB 35 and SB 330.

Procedures for Selected Housing Types

The following section describes the processing and permit procedures for selected housing types that are typically used by lower income households. For more housing types, see the Zoning for a Variety of Housing Types section.

Multifamily Rental Housing

Multifamily rental housing is housing traditionally identified as any housing available for rent that has greater than one dwelling unit in a building. Some examples of multifamily rental housing include duplexes, triplexes, fourplexes, and apartment buildings. Multifamily rental housing is permitted entirely in the High Density Residential (HR) district only. Multifamily rental housing is permitted in the Medium Density Residential (MR) district only on parcels identified in the housing element. MR zoned parcels identified in the fifth cycle housing element are currently codified as being the MR zone parcels that allow multifamily housing. Currently, all multifamily rental housing projects, affordable and market rate, are subject to subjective design review.

Therefore, multifamily rental housing is constrained by the design requirements set forth in the Zoning Code. Program H-F is included to commit the City to adopting objective design standards to reduce barriers to multifamily rental housing and eliminate subjective design standards.

Mobile Homes

Mobile homes, or manufactured homes, are small, prefabricated homes which are often situated on rented portions of land in mobile home parks. Mobile homes can offer affordable pathways to home ownership and stable shelter for many low-income households. Mobile homes, as shown in Table 42 are permitted in all residential zoning districts in St. Helena. Mobile homes in St. Helena are subject to the following conditions in all residential zoning districts:

- To be occupied only as a single-family residential use,
- To be subject to all provisions of the zoning ordinance applicable to conventionally built dwellings,
- To be attached to a permanent foundation system in compliance with all applicable building regulations,
- To be covered with an exterior material customarily used on conventionally built dwellings extending to the top of the foundation,
- To have parapet walls or roofs which utilize shingles or other materials customarily used on conventionally built dwellings;

These requirements do not constitute a constraint to the development of mobile homes. However, mobile homes are subject to subjective design review, which poses a significant constraint to their development. Program H-F is included to commits the City to incorporate objective design standards for single-family, small lot, and multifamily developments, including mobile homes, that provide a ministerial design review process for projects that meet zoning and design standards.

Housing for Agricultural Employees

Housing for agricultural employees is permitted in the agricultural zone for up to 36 persons, thus complying with California Health and Safety Code Section 17026.1. Housing for agricultural employees is also permitted for up to six persons in all residential zones and in the WW zone. Housing for agricultural employees is subject to subjective design review, which poses a significant constraint to development. Program H-F commits the City to incorporate objective design standards for single-family, small lot, and multifamily developments, including farmworker housing, that provide a ministerial design review process for projects that meet zoning and design standards.

Supportive and Transitional Housing

Supportive and transitional housing is permitted in the AP zone, all residential zones, and the WW zone. Supportive and transitional housing is subject to subjective design review, which poses a significant constraint to development. Program H-F commits the City to incorporate objective design standards for single-family,

small lot, and multifamily developments, including transitional and support housing, that provide a ministerial design review process for projects that meet zoning and design standards.

Constraints to Housing for Persons with Disabilities

On January 1, 2002, SB 520 went into effect, requiring local jurisdictions to analyze potential governmental constraints to the development, improvement, and maintenance of housing for persons with disabilities as part of a jurisdictions housing element update. Under SB 520, housing elements must also include one of the following: 1) a program to remove constraints, or 2) provide reasonable accommodations for, "housing designed for occupancy by, or with supportive services for, persons with disabilities." A jurisdiction can fulfill this second clause in a variety of ways including establishing policies that facilitate the provision of housing that is physically accessible to people with mobility impairments, residential care facilities for individuals with Alzheimer's, housing for persons with AIDS/HIV, and transitional housing that serves homeless with disabilities.

Reasonable Accommodation

The City of St. Helena adopted a reasonable accommodation ordinance in 2015 that provides a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) in the application of zoning laws and other land use regulations, policies, and procedures.

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

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

Requests for reasonable accommodation are submitted on an application form provided by the Planning Department, or in the form of a letter, to the Planning Director and should contain the following information:

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

6. Why the reasonable accommodation is necessary to make the specific property accessible to the individual.

Requests for reasonable accommodation shall be reviewed by the Planning Director if no discretionary permit approval is required other than the request for reasonable accommodation. Requests for reasonable accommodation submitted for concurrent review with another discretionary permit application shall be reviewed by the review authority reviewing the discretionary permit application. The Director shall make a written determination within forty-five (45) days and either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with Section 17.200.060. The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on a consideration of the following factors:

1. Whether the housing which is the subject of the request will be used by an individual considered disabled under the Acts.
2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.
3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the town.
4. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a town program or law, including but not limited to land use or zoning.
5. Whether the requested reasonable accommodation would adversely impact surrounding properties or uses.
6. Whether there are reasonable alternatives that would provide an equivalent level of benefit without requiring a modification or exception to the City's applicable rules, standards and practices.
7. Whether the accommodation would alter the significance of a historic structure.

In granting a request for reasonable accommodation, the Planning Director may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection A of this section, including but not limited to the following:

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

A determination by the Planning Director to grant or deny a request for reasonable accommodation may be appealed to the City Council in compliance with Section 17.08.180.

The City's required finding *"5. Whether the requested reasonable accommodation would adversely impact surrounding properties or uses"* poses a potential constraint to housing for residents with disabilities seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts). HCD indicates that, given its importance in addressing barriers to housing for persons with disabilities, reasonable accommodation should not impose discretionary findings similar to that of a Conditional Use Permit, such as impacts to surround uses. Program H-F commits the City to update the municipal code to remove this discretionary finding.

Zoning and Land Use

The City of St. Helena allows residential care facilities serving six or fewer persons as a permitted use in the LR-1A, LR, MR, and HR residential zones. For compliance with state law, the City must allow these uses in any zone allowing single-family uses, subject only to the conditions imposed upon residential uses in the same zone. The City currently allows single-family homes in the A-20, W, and WW zones. The City should revise the municipal code to allow residential care facilities of six or fewer in these zones.

Residential care facilities serving seven or more persons require the approval of a Conditional Use Permit. A use permit requirement in zones allowing multifamily uses is a constraint to the development of these uses. The City should revise the municipal code to allow residential care facilities of six or fewer in these zones.[38]

Program H-F commits the City to updating the municipal code to allow residential care facilities in all zones, subject only to the requirements imposed upon single-family uses; and facilities of seven or more in all zones, subject only to the same requirements as multifamily uses.[39]

The City's parking and loading requirements do not have specific provisions related to persons with disabilities, but there is a provision stating that "rest homes, convalescent hospitals, residential care and similar group care facilities" require only one space for each four beds, which is a reduced requirement compared to the two parking spaces required for typical "one-and two-family dwelling units."[40] Consequently, the reduced parking requirements for group care facilities decrease the parking requirements for some disabled persons, but parking requirements for residential development need to serve all disabled persons.

Permits and Processing

The City's permitting and processing procedures do not negatively affect the ability to design or retrofit homes that will be accessible for the disabled or constrain the siting of group homes. The City, however, applies the

[38] *City of St. Helena Municipal Code, Title 17.*
[39] *City of St. Helena Municipal Code, Title 17.*
[40] *City of St. Helena Municipal Code, Chapter 17.124: Parking and Loading Requirements*

same process required for other renovations to retrofitting homes for accessibility, and the City does not have a special process for such retrofits.

As discussed above, residential and intermediate care facilities with fewer than six persons are permitted in residential zones. Although care facilities with seven or more persons are permitted with a Conditional Use Permit in the residential zones, no additional permits are required. This is consistent with the City's requirements for other multifamily uses such as condominiums, townhomes, apartments, and dwelling groups containing more than four units, which also require a Conditional Use Permit. There are no additional requirements placed on residential or intermediate facilities.

Building Codes

In 2019, the City of St. Helena adopted the 2019 California Building Code with minor amendments. The changes made to this Code by the City, enumerated in the Governmental Constraints section of this document, do not unfairly treat residential and intermediate care homes differently than other residential uses. Nevertheless, no specific exemptions to the 2019 California Building Code exist for housing for disabled persons. The City of St. Helena does not have local universal design requirements but adopted a reasonable accommodate ordinance in 2015 which provides a reasonable accommodation procedure related to "a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing opportunities", including building codes and the issuance of Building Permits.

Definition of Family

The Municipal Code currently (2022) defined "family" as:

"Family" means any of the following groups living together in the same dwelling unit as a single housekeeping unit:

1. Any number of persons related by blood, marriage or legal adoption;
2. A nuclear family identified by extended cohabitation;
3. A group not exceeding five persons whose interpersonal relationships relating to shared household expenses, duties and private lives are indistinguishable from groups listed in subsections 1 and 2 above.

The definition of family in a jurisdiction's municipal code can pose some challenges for persons with special needs who may have live-in caregivers, group home arrangements, or other arrangements not reflective of the typical nuclear family. Additionally, the definition used by a city can cause confusion or difficulty when applying to programs such as Community Development Block Grants, which use a more inclusive definition of a family unit.

In the previous element, Program 1.K was included to amend the zoning ordinance to define "family" as one or more persons living together as a single housekeeping unit in a dwelling unit, as required by State law. This change has not been made to the Zoning Code, however, all City actions are made in keeping with California

State law, as it has precedence over any in-consistent locally adopted land use definitions. The City is undergoing a comprehensive Zoning Code update, which will address the existing outdated adopted definition of "family." Further, Program H-Fis included in this Housing Element, committing the City to updating this definition specifically.

Spacing or Concentration Requirements

The City of St. Helena does not have any additional spacing or concentration requirements for housing for persons with disabilities. There are no spacing requirements for group homes, residential care facilities, transitional housing facilities, and supportive housing facilities.

In the Service Commercial (SC) and Central Business (CB) districts, supportive housing is permitted only on the upper floors, which is the same requirement imposed on all other residential developments in these zones.

Locally Adopted Ordinances

St. Helena has passed five development-related local ordinances to help ensure growth of quality housing and to create a balance between the need for affordable housing and the market demands of the tourism industry.

Bed and Breakfast Inns

Bed and breakfast inns, a common sight in many tourist-oriented towns like St. Helena, are regulated by a use permit process that requires certain findings to be made, including that:

A. The establishment of a bed and breakfast inn is consistent with the purpose of the general plan, including policies regarding the displacement of rental units in the housing stock.

B. The establishment of a bed and breakfast inn will not be detrimental to a building, structure or feature of significant aesthetic, cultural, architectural or engineering interest or value of a historical nature.

C. The establishment of a bed and breakfast inn is compatible with and will not be detrimental to the character of the neighborhood and surrounding land uses. [41]

Additionally, bed and breakfast inns are required to only use up to four bedrooms, a requirement that helps ensure that larger homes are still partially available for use as a permanent residential dwelling. Such affordances can be considered helpful to special needs groups, such as large households. Given these strict requirements, St. Helena's bed and breakfast inns ordinance does not pose additional constraints to housing and helps limit potential reduction of housing units in the case of a homeowner wishing to convert their residential property to a bed and breakfast.

Short-Term Rentals

Short term rentals are strictly regulated in the City of St. Helena to reduce the impact on the area's already scarce housing inventory. The City allows only twenty-five short-term rental permits at a time with a maximum

[41] *City of St. Helena. St. Helena Municipal Code, Title 17. http://www.codepublishing.com/CA/sthelena/. Accessed January 9, 2023.*

of four bedrooms in the household being used for short-term rentals. Additionally, the City restricts uses of the propety by guests and enforces additional regulations on sounds and general activities during the hours of 10 P.M. to 7 A.M. Given the strict measures in place, the short-term rentals ordinance doesn't pose additional constraints to housing. Instead, the ordinance incentivizes property owners to use their homes for other uses with less stringent requirements, which may include long-term rentals.

Time-Share Uses

Time-shares are strictly regulated in the City of St. Helena, are considered commercial uses, and are permitted only in commercial zoning districts. Any existing housing stock in the city is prohibited from being converted into a time-share. As such, the time-share ordinance is not a constraint to housing, but instead assists with ensuring residential land is being put to more productive, residential purposes that assist with alleviating the existing housing crisis.

Affordable Housing

The City's affordable housing ordinance is a codified ordinance that specifies how the City will provide density bonuses, concessions, and incentives for the construction of affordable housing projects that are designed for seniors, low-income, very low-income, and moderate-income (in the case of condonminiums) persons and families. The affordable housing ordinance also specifies how the City will grant priority for the provision of water and sewer services to affordable developments, a requirement stated in California Government Code Section 65589.7. The affordable housing ordinance also describes the process in which a person voluntarily donates land to the City for residential development use. The ordinance additionally allows for vehicular parking ratios to be beneath those required by the city, subject to Californai Government Code 65589.7 and a recorded covenant against the property.

The affordable housing ordinance does not pose any constraint to housing, but instead acts to formalize State mandated programs and laws designed to incentivize affordable housing.

Housing Trust Fund, Housing Impact Fee and Inclusionary/In-Lieu Fee Requirements

In September 2004, the City Council passed Ordinance 2004-7 adding Chapter 17.146 Housing Trust Fund, Housing Impact Fee, and Inclusionary/In-Lieu Fee Requirements to the St. Helena Municipal Code. The regulations are designed so that new non-residential developments and additions are required to pay a housing impact fee and new residential developments containing five units or more are required to include 20 percent of their units as affordable housing, and developments with less than five units pay an in-lieu fee. The fees collected from the nonresidential and residential development then go into a Housing Trust Fund. The use of Housing Trust Fund monies is directed exclusively to "increase and improve the supply of housing affordable to households of moderate, low and very low income" including costs such as land, construction, financing, and reimbursements to the City.[42] The monies are available for both ownership and rental projects and services.

[42] *St. Helena Municipal Code. 17.146.030*

These affordable housing requirements do add additional cost to market rate residential development in the process of creating additional affordable housing in St. Helena. To minimize the impact on the price of market rate housing, the Municipal Code allows developers to submit an "alternative equivalent proposal" and offers a series of concessions or incentives.[43] An "alternative equivalent proposal" enables developers to meet the affordable housing requirements through alternative means like dedicating vacant land as long as the proposed alternative aligns with the purpose of the Municipal Code and is approved by the City Council. Concessions and incentives that are automatically available to residential developers who construct inclusionary units include the opportunity to submit a preliminary development proposal, priority in the City application process, and fee deferment. In addition, the City Council can grant additional concessions and incentives including extra density bonuses, changes to City standards, and monetary assistance. The automatic and discretionary concessions and incentives help expedite the process of building affordable housing and therefore minimize the cost to developers.

[43] *St. Helena Municipal Code. 17.146.050*

9. Opportunities for Energy Conservation

Government Code Section 65583(a) (7) requires the "analysis of opportunities for energy conservation with respect to residential development." [44] This is important due to the key role played by energy efficiency in determining the relative affordability of housing. Lower rates of energy usage decrease utility costs for residents, making a housing unit more affordable. The discussion that follows outlines current State policies and development standards along with local City policies that promote energy conservation for new and existing development in the City of St. Helena.

Instituted by legislative action in 1978 to reduce overall energy consumption statewide, the California Building Energy Efficiency Standards set thresholds and guidelines for energy efficiency for both residential and nonresidential construction. The revised standards for 2022 went into effect August 11, 2021, under Title 24, Part 6, of the California Code of Regulations. Title 24 is otherwise known as the California Building Standards Code. The energy requirements of the new State code are significantly more stringent than the prior codes (heat pump requirements for single-family and multi-family homes and businesses; electricity-ready requirements for single-family homes; and new solar power requirements for high-rises, hotels/motels, tenant spaces, offices, stores, restaurants, schools, and civic spaces) and are intended to progress to 100 percent clean electricity and carbon neutrality by 2050 or earlier.

In addition to the Building Energy Efficiency Standards, Part 11 of Title 24 contains California's Green Building Standards Code (CALGreen). St. Helena adopted the revised standards in 2019, with amendments to require all new indoors plumbing fixtures to meet the 20 percent reduction in water use, a 20 percent reduction in cement use in foundations, and certified U.S. EPA Phase II certified wood-burning devices or pellet-fueled device. These amendments are not considered an impediment to housing development.

On a local level, the 2040 City of St. Helena General Plan Climate Change Element addresses energy conservation for residential development by including goals such as:

- reducing energy demand through improved building and design;
- reducing consumption and divert waste; and
- increasing community engagement and advocacy.

The City participates in an AB811 program that allows commercial and residential property owners to finance renewable energy, water efficiency, and energy efficiency improvements through a property tax assessment. Additionally, the City of St. Helena is currently implementing a program to reduce GHG emissions from City facilities and has an Active Transportation and Sustainability Committee and a Water Advisory Board that oversee its natural resources for energy conservation.

[44] *HCD Building Blocks for Effective Housing Elements, "Opportunities for Energy Conservation." Accessed September 24, 2008. http://www.hcd.ca.gov/hpd/housing_element/index.html.*

The City has included Programs H-RR through H-UU to educate, encourage, and fund pushes for energy conservation within the community. Through education provided by the City, residents, contractors, and property owners can learn about various ways to integrate energy conservation programs into St. Helena residential developments. The City also intends to stay up to date on State efficiency and building code standards to ensure new and rehabilitated housing developments provide future owners and tenants with long-term cost-savings and energy efficiency.[45] Additionally, to further encourage energy efficiency, the City also aims to explore the possibility of offering low-interest loans for energy conservation measures, in addition to continuing to participate in AB-811 programs to finance local efforts.

[45] *See St. Helena Municipal Code Chapter 15.18*

10. Zoning for a Variety of Housing Types

Key Findings

- St. Helena's Zoning Code allows for a variety of housing types in the City including multiple-family units, transitional and supportive housing, single-room occupancy units, manufactured and mobile homes, and accessory dwelling units. However, to comply with Section 65915 through 65918 of the California Government Code, St. Helena should amend the Zoning Code to reflect the new maximum density bonus provisions that were adopted by the State in 2020. Additionally, St. Helena must also amend the Zoning Code to allow for low barrier navigation centers, consistent with State law.

Multiple-Family Rental Housing

The St. Helena Zoning Code allows multiple-family dwellings subject to design review in the High Density Residential (HR) zoning district. In addition, the Medium Density Residential (MR) district permits the construction of attached duplex or triplex units with a Conditional Use Permit.[46] Multiple-family rental housing is subject to subjective design review, which poses a constraint to development. For more information regarding the design review process and development standards applied to multi-family housing, see the Governmental Constraints section.

Density Bonuses for Affordable Housing

Per California Government Code Sections 65915 through 65918, local governments are required to provide density bonus provisions to projects that comply with specific standards. Legislation approved in 2020 increased the maximum density bonus amounts for very-low-, low-, and moderate-income housing. The California Government Code describes how maximum densities shall be calculated for very low-, low-, and moderate-income housing in a tabular format. Additionally, local governments are also required to provide one or more incentives for qualifying projects and are required to accept an incentive proposed by a developer unless the incentive proposal is found to cause environmental harm, a health and safety issue, a cost reduction, a detriment to historical property, or otherwise contrary to law. Both density bonuses and incentives are granted based on the number of affordable units present in each project.

The City of St. Helena currently establishes density bonus provisions for affordable housing in Chapter 17.144 (Affordable Housing). The provisions in that Chapter do not reflect the new maximum density bonus tier framework that was adopted by the State in 2020. Because of this, the City is not currently in compliance and has included Program H-F to commit the City to amend the Zoning Code for compliance with California Government Code Sections 65915 through 65918. The City is currently (2023) undertaking a Comprehensive Zoning Code Update. Density bonus provisions in the Draft Zoning Code have been revised for compliance with State law. The Comprehensive Zoning Code Update is scheduled for adoption in fall 2023.

[46] *City of St. Helena. St. Helena Municipal Code, Title 17.*

Housing for Permanent and Seasonal Agricultural Employees

Sections 17021.5 and 17021.6 of the California Health and Safety Code establish specific requirements for the permitting of agricultural employee housing in a jurisdictions' zoning code. Specifically, Section 17021.5 mandates that "employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use." [47] Furthermore, designated employee housing, as defined above, cannot be subject to Conditional Use Permit requirements, zoning variance, fees, taxes, or any other requirement other than those pertaining to a traditional single-family structure. Section 17021.6 pertains to larger employee housing facilities featuring a maximum of 36 beds in group quarters, or 12 single-family units. Under this legislation, such units are deemed an agricultural land use and cannot be subject to any restrictions, conditional use requirements, zoning variance, fees, taxes, or other requirements not imposed on other agricultural uses in the same zone.

The City is in compliance with Sections 17021.5 or 17021.6 of the California Health and Safety Code. The A-20, AP, and W zoning districts allow large employee housing facilities (12 units or 36 beds) by right. Whereas, the WW, LR-1A, LR, MR, and HR zoning districts allow agriculture employee housing for six or fewer persons subject to design review. Housing for permanent and seasonal agricultural employees is subject to subjective design review, which poses a significant constraint to development. Program H-F commits the City to amending the Zoning Code to replacing subjective design review with objective design standards and SB 330-compliant streamlined review. The City is currently (2023) undertaking a Comprehensive Zoning Code Update. The Draft Zoning Code incorporates objective development and design standards for residential development. These standards will apply to housing for permanent and seasonal agricultural employees. The Comprehensive Zoning Code Update is scheduled for adoption in fall 2023.

Zoning for Emergency Shelters, Transitional Housing, and Supportive Housing

AB-139 requires local government to identify a zone(s) where emergency shelters are allowed by-right without a conditional use or other discretionary permit. Local governments are authorized to impose only those development standards that apply to residential or commercial development within the same zone. However, a local government may impose specified objective standards, including standards for off-street parking based on demonstrated need, as specified. The intent of these regulations is to help streamline the development of varying housing types.

AB-139 requires the need for emergency shelter to be assessed based on the capacity necessary to accommodate the most recent homeless point-in-time count, the number of shelter beds available on a year-round and seasonal basis, the number of beds that go unused on an average monthly basis, and the percentage of those in emergency shelters that move to permanent housing. The bill also requires sufficient parking for employees and one space per two beds in the shelter. Under AB-139 and California Government Code Section 65651, local governments shall allow supportive and transitional housing as a by-right use in all districts where

[47] *California Government Health and Safety Code 17021.5 (b)*

single-family and multiple-family dwelling unit uses are allowed. Additionally, the State requires that these uses be subject only to those regulations that apply to other residential dwellings (i.e., single-family dwellings, multiple-family dwellings) of the same type in the same district.

Emergency shelters are identified as a by-right use in the I and SC zoning districts. According to a Point in Time Count provided by the Chief of Police, there is one homeless person who resides in St. Helena. There are several parcels in these zones that can accommodate an emergency shelter, including APN 009-580-022-000 (I zoning district) and APN 009-194-005-000 (SC zoning district). These parcels are vacant, habitable, and in proximity to transportation and services. Combined, they total 1.48 acres and can provide capacity for 15 beds, by conservative assumption of 10 beds/acre.

Due to new State law, AB 2339, which amended Government Code section 65583 and took effect in 2023, jurisdictions must now provide capacity for emergency shelters in a zone(s) that allow residential uses and must expand the definition of emergency shelters to include other interim interventions, including but not limited to, navigation centers, bridge housing, and respite or recuperative care. The City is currently (2023) not in compliance with State law as it only allows emergency shelters by-right in the I and SC zones – which don't allow residential uses – and does not include other interim interventions within the definition of emergency shelters. The City is working to meet these requirements through the currently ongoing (2023) Comprehensive Zoning Code Update by expanding the definition of emergency shelter to include interim interventions, and by allowing emergency shelters as a permitted use without a conditional use or other discretionary permit in the BPO zone where multifamily and single-room occupancy residential uses are permitted. There are several parcels in the BPO zone that could accommodate an emergency shelter, including APN 009-201-019, an underutilized quarter-acre parcel. The parcel is an infrequently used parking lot with no structures or active uses, and an existing floor area ratio (FAR) of 0.0. The BPO zone allows an FAR of up to 0.5, indicating significant underutilization and an available potential building area of 5,625 square feet. Additionally, the parcel is located in proximity to Safeway, a pharmacy, Adventist Health St. Helena's cardiology clinic, the fire department, and high-quality transportation options along Main Street. Based on the calculation methodology established within Government Code Section 65583 by AB 2339 that requires a minimum of 200 square feet per person, this parcel alone has potential capacity for more than 28 people. Program H-F includes actions committing the City to revising the Zoning Code to allow for emergency shelters in compliance with recent amendments to Government Code section 65583 subdivision (a)(4).

Further, emergency shelters, transitional housing, and supportive housing are subject to subjective design review, which poses a significant constraint to development. Program H-F commits the City to amending the Zoning Code to replacing subjective design review with objective design standards and SB 330-compliant streamlined review through the currently ongoing (2023) Comprehensive Zoning Code Update. The Draft Zoning Code (released October 2022) incorporated objective development and design standards for residential development. The Comprehensive Zoning Code Update is scheduled for adoption in fall 2023.

The City is in compliance with State laws related to supportive housing, and transitional housing. The Zoning Code allows both supportive and transitional housing by-right in all residential zoning districts, and in non-residential and mixed use zones subject to the same requirements imposed upon residential uses.

Residential Care Facilities

California Government Code Section 65583 requires that housing elements provide a program to "address and where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing for persons with disabilities. The program shall remove constraints to and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities." In line with encouraging the development of housing for those with disabilities, the State requires that small, licensed residential care facilities (defined as facilities with six or fewer residents) be allowed "by right" in all residential zones. Additionally, the State, through HCD, requires that cities consider constraints to reasonable accommodation for large, licensed residential care facilities (defined as facilities with seven or more residents).[48]

The City of St. Helena allows residential care facilities serving six or fewer persons as by-right uses in the LR-1A, LR, MR, and HR residential zones. For compliance with state law, the City must allow these uses in any zone allowing single-family uses, subject only to the conditions imposed upon residential uses in the same zone. The City currently allows single-family homes in the A-20, W, and WW zones. The City should revise the municipal code to allow residential care facilities of six or fewer in these zones. Just like all other residential uses, residential care facilities are subject to design review, which poses a significant constraint to development. Program H-F is included to commit the City to amending the Zoning Code to replacing subjective design review with objective design standards and SB330-compliant streamlined review through the currently ongoing (2023) Comprehensive Zoning Code Update. The Draft Zoning Code (released October 2022) incorporated objective development and design standards for residential development. The Comprehensive Zoning Code Update is scheduled for adoption in fall 2023.

Residential care facilities serving seven or more persons require the approval of a Conditional Use Permit. A use permit requirement in zones allowing multifamily uses is a constraint to the development of these uses. The City should revise the municipal code to allow residential care facilities of six or fewer in these zones.[49]

Program H-F commits the City to updating the municipal code to allow residential care facilities in all zones, subject only to the requirements imposed upon single-family uses and facilities of seven or more in all zones, subject only to the same requirements as multifamily uses.

[48] HCD Building Blocks for Effective Housing Elements, "Constraints for People with Disabilities." Accessed May 19, 2022. https://www.hcd.ca.gov/community-development/building-blocks/constraints/constraints-for-people-with-disabilities.shtml
[49] City of St. Helena Municipal Code, Title 17.

Low Barrier Navigation Centers

California Government Code Section 65660 identifies low barrier navigation centers are facilities that focus on moving people into permanent housing and connecting temporary residents with opportunities for income, public benefits, health services, shelter, and housing. Similar to displaced persons shelters, these facilities are intended to accommodate people with disabilities, pets and their owners, partners (if not a gender-specific site), the storage of possessions, and survivors of domestic violence. Specifically, the State mandates that low barrier navigation centers have services "to meet the diverse needs of (the) population." As of 2018, low barrier navigation centers are allowed, subject to design review, wherever multiple-family dwellings and mixed-use development are allowed. In addition, local governments may not impose parking requirements onto low barrier navigation centers.

The City is not currently in compliance and has included Program H-F to commit the City to amend the Zoning Code for compliance with California Government Code Section 65660. In updating the Code the City shall list low barrier navigation facilities as allowed by-right wherever multiple-unit dwellings and mixed-use development are allowed.

Single Room Occupancy (SRO)

Single-room occupancy residential units are a traditional form of affordable housing for very low- and low-income individuals. These units consist of a single room, often between 80 and 250 square feet in size, with or without cooking and sanitary facilities, that is rented out, often on a daily, weekly, or monthly basis. The St. Helena Municipal Code currently permits single-room occupancy type units in the form of Lodging Houses serving up to two paying occupants in an owner-occupied dwelling, as an accessory use in the LR and MR zoning districts. The HR zoning district currently allows single room occupancy units, subject to design review. As defined under Chapter 17.04 of the Municipal Code, lodging houses are buildings other than hotels, motels or bed and breakfast inns, where individuals can pay a rent in exchange for accommodations, including room and board, or board alone. Lodging houses serving more than two and up to five occupants require a use permit. Accessory structures featuring cooking and sanitation facilities are required to meet design and building standards like those of standard single-family and second units. Units without such facilities are subject to significantly fewer requirements and are more likely to address very low- and low-income housing needs.[50]

Factory Built Housing and Mobile Homes

Government Code Section 65852.3(a) requires that manufactured and mobile homes, including the lots on which they are installed, meeting certain standards of construction and be subject to the same development standards that apply to conventional, stick built, single-family homes.[51] In accordance with this legislation, the St. Helena Municipal Code, Title 17, defines a single-family dwelling to include a "mobilehome constructed to

[50] *City of St. Helena. St. Helena Municipal Code, Title 17.*

[51] *GCS 65852.3(a) standards include the constructed or purchased after October 1976, certified under the National Manufactured Housing Construction and Safety Standards Act of 1974, and installed on a foundation system pursuant to Section 18551 of the Health and Safety Code.*

meet 1976 HUD standards, when placed on a permanent foundation, which is designed or used exclusively as a residence, including only one dwelling unit." [52] Mobile units meeting the above definition are permitted under single-family site development standards in all zones that allow single-family housing units.

In addition, the Low Density Residential (LR), Low Density Residential One Acre Minimum (LR-1A), Medium Density Residential (MR) and High Density Residential (HR) districts specifically permit as an allowed use, permanent mobile homes constructed in accordance with the 1974 safety standards and installed on a permanent foundation. Chapter 17.100 of the Municipal Code sets forth requirements for the Mobilehome Park Overlay (MHP) zoning district that applies the State Mobilehome Parks Act to the establishment and operation of mobilehome parks within the boundaries of the City of St. Helena.[53] Under these provisions of the Municipal Code, St. Helena fully adheres to the State standards regarding manufactured and mobile homes, and mobile home parks. Factory built housing and mobile homes are subject to subjective design review, which poses a significant constraint to development. Program H-F is included to commit the City to amending the Zoning Code to replacing subjective design review with objective design standards and SB 330-compliant streamlined review through the currently ongoing (2023) Comprehensive Zoning Code Update, scheduled for adoption in fall 2023. The Draft Zoning Code (released October 2022) incorporated objective development and design standards for residential development in compliance with State law.

Accessory Dwelling Units

Accessory dwelling units (ADUs) are defined as attached or detached dwelling units that provide independent living facilities on the same parcel as a legal single-unit or multiple-family unit dwelling, and which include permanent provisions for living, sleeping, eating, cooking, and sanitation. Due to the lower cost of construction and reduced environmental impact, the State has enacted many laws aimed at incentivizing the development of ADUs to help combat the worsening housing crisis. The State requires local governments to treat all ADUs that comply with specific standards as ministerial approvals. Local governments reserve the exclusive right to impose specific design and development standards, which include, but are not limited to setbacks, minimum and maximum parcel size, and maximum height. Second units are exempt from the GMS in Municipal Code Section 17.152.040.

On January 10, 2023, the City adopted a new ADU Ordinance for compliance with California Government Code Sections 65852.2 and 65852.22. The City now permits ADUs or JADUs on any lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use (including all residential, mixed-use, and agriculturally zoned parcels). The updated Ordinance also addressed compliance issues related to the definition of a cooking facility, definition of an efficiency kitchen, allowing both an ADU and JADU for conversions on a lot with an existing or proposed single-family dwelling, separate conveyance of an ADU or JADU, and restricting bedroom count, to meet the requirements of State law.

[52] *City of St. Helena. St. Helena Municipal Code, Title 17.*
[53] *City of St. Helena. St. Helena Municipal Code, Title 17.*

The City is currently undertaking a Comprehensive Zoning Code Update that will address any remaining compliance issues that HCD may find in their review of the newly Adopted ADU Ordinance. Program H-F in this Housing Element commits the City to revising the code for additional compliance with State law by 2026, though the City expects to adopt the Zoning Code Update in summer/fall 2023.

11. Housing Resources

Future Housing Need

State Housing Element law requires that a local jurisdiction accommodate a share of the region's projected housing needs for the planning period, called the Regional Housing Needs Allocation (RHNA). Compliance with this requirement is measured by the City's ability to provide adequate land with adequate density and appropriate development standards to accommodate the RHNA. The Association of Bay Area Governments (ABAG), as the regional planning agency, is responsible for allocating the RHNA to individual jurisdictions within the region.

For the sixth Housing Element cycle, the City of St. Helena has been allocated a RHNA of 256 units, divided into four income levels as follows:

- Very Low Income: 104 units (41 percent)[54]
- Low Income: 59 units (23 percent)
- Moderate Income: 26 units (10 percent)
- Above Moderate Income: 67 units (26 percent)

The City must ensure the availability of residential sites at adequate densities and appropriate development standards to accommodate these units by income category.

Credits Towards RHNA

Projects with housing units approved or permitted that would not be occupied before the start of the planning period can be credited towards meeting the City's RHNA. These units can count towards the RHNA based on affordability and unit count provided it can be demonstrated that the units can be built within the planning period of February 2023 through February 2031. Affordability (income category) is based on the actual or projected sale prices, rent levels, or other mechanisms establishing affordability of the units within the project. In addition, the City can project the number of Accessory Dwelling Units (ADUs) that may be built between 2023 and 2031, based on trends of ADU permitting during the last three years.

Pending or Approved/Entitled Projects

Currently there is one single-family residence and four moderate-income units, not to exceed 120 percent of the AMI, that are approved and undergoing building permit processing. In addition, there are 87 units that are pending planning/entitlement approval under the Hunter Subdivision project. While the Hunter Subdivision

[54] *The City has a RHNA allocation of 104 very low income units (inclusive of extremely low income units). Pursuant to State law (AB 2634), the City must project the number of extremely low income housing needs based on Census income distribution or assume 50 percent of the very low income units as extremely low. Therefore, the City generally estimates 52 extremely low and 52 very low income units.*

project is proposing approximately 25 affordable units, because the affordable agreements are not in place at the time of Housing Element, all unit credits were assumed to be above moderate.

On February 7, 2023, the Planning Commission approved a resolution recommending that the City Council approve the Hunter Subdivision project. The Project was presented to and discussed by the City Council at a duly noticed public hearing on May 1, 2023. A second public hearing for the project is scheduled for June 2023 where City Council action on the proposed project is expected to occur. If approved by the City Council, the applicant will need to record the tentative tract map with Napa County Recorders Office which is expected in the fall of 2023 and then submit for final map approval by the City Council in late 2023 to early 2024. The project may then undergo Design Review which could be completed within 12 months of final map approval; with the issuance of building permits expected in 2025. As referenced in Chapter 8, *Non-Governmental and Governmental Constraints*, recent trends show building permits were issued within four months of entitlement approval for recent housing unit developments, with many projects receiving building permits within a week of entitlement approval. Program H-A further ensures the City is committed to supporting the Hunter Subdivision project through completion and finding alternative solutions if the project is not meeting timelines for the 6th Cycle. As an alternate strategy should there be delays with the Hunter Subdivision beyond control of the City, such as developer financing challenges, the City has also included surplus capacity of 116 units in the above moderate-income category to ensure capacity to meet the RHNA is sustained throughout the planning period. Table 43 details the pending and entitled projects with housing units.

Table 43 Pending and Entitled Projects

Project Number	Address	APN	Zoning	Project Description	Net Units
PL20-046	777 Pratt Ave.	009-030-060	Twenty-acre Agriculture District (A-20)	Construction of a single-family residence	1 above moderate-income
PL20-015	963 Pope St.	009-090-012/013	Medium Density Residential	Construction of four (4) new deed restricted affordable housing units on a site with one (1) existing deed restricted unit.	1 moderate and 4 lower-income
#2010-40	Terminus of Adams Street	009-030-057	Medium Density Residential	Hunter Subdivision Tentative Map to subdivide the 16.9-acre parcel into 51 single-family lots and a 3.4-acre multi-family parcel. The applicant intends to construct 51 single-family residences, 11 ADUs, and 25 multi-family units.	87 above moderate-income*

**The project is subject to Inclusionary Housing requirements with 20% affordable housing.*

Projected Accessory Dwelling Units

Pursuant to Government Code Section 65583.1, the City can satisfy its regional housing need using ADU and junior accessory dwelling unit (JADU) trends and existing resources and incentives that promote their development. Using 2018-2021 data on ADUs/JADUs, the City has issued permits for approximately 9 ADUs on average. Extending this trend over the next 8 years, the City can assume approximately 72 ADU units will be permitted over the next planning period. Feedback from public outreach and research on ADU rental prices indicated that ADUs are typically rented at market rate and should be considered above moderate.

Remaining RHNA

Accounting for the entitled, approved and pending projects, as well as projected ADUs, the City has a remaining RHNA of approximately 184 units, including 159 lower- and 25 moderate-income units. Existing pending and approved projects and ADU trends currently meet the City's above moderate RHNA requirement. Table 44 details the existing progress towards the 6th cycle RHNA and the remaining RHNA that the City must demonstrate the availability of sites with appropriate zoning and development standards.

Table 44 Progress Towards RHNA

Income/ Affordability Category	RHNA Allocation	Pending or Approved	Estimated ADUs	Remaining RHNA
Lower	163	4	0	159
Moderate	26	1	0	25
Above Moderate	67	88	72	0
Total	256	92	72	184

Residential Site Inventory

Following the analysis of RHNA credits, specific sites throughout the city were considered for potential for housing development. Site selection for the residential site inventory started with City owned sites where residential development is in line with short-term City goals, then vacant and nonvacant sites zoned for residential use, and lastly sites that could be rezoned to accommodate residential development or residential development at a higher density. Several constraints were considered for each site, including environmental concerns, utility or infrastructure access, feasibility of redevelopment during the next planning period, and realistic capacity assumptions. Sites identified for lower income housing must meet certain density and site requirements, including a minimum density of 20 units per acre, parcel size between 0.5 and 10 acres, and access to high performing schools, jobs, amenities, health care facilities, and grocery stores. Zoning designations with allowable density appropriate for lower income housing capacity include Mixed Use (12-20 du/ac) and High Density Residential (16-26 du/ac).

City-Owned Sites

A review of City-owned properties for sites that are feasible for housing and reflect City priorities was conducted by the City Council in 2021. There are three City-owned properties (1480 Main Street, 1572 Railroad Avenue, and Adams Street/Library Lane) where near-term affordable housing development is in line with community and City priorities for these sites. In 2015, Vernazza Wolfe Associates, Inc conducted a *Feasibility Analysis and Comparison of Sites for New Affordable Housing Development* which looked at site feasibility and capacity for each of the three City-owned sites. The study evaluated potential risks and time to develop each site and identified the number of units, cost per unit, and funding gaps associated with each site. The analysis determined the three City-owned sites included in the site inventory are suitable for development of housing with 100 percent of units dedicated to lower-income housing. The capacity analysis factored in the size of the site, buildable footprints, maximum allowable floor area ratio and height, a ground-floor commercial

assumption, and required open and support services spaces. The inventory incorporated the 2015 site feasibility and capacity analysis and revised certain assumptions as needed based on land use changes and new density bonus law. The City is interested in redeveloping these sites and intends to conduct studies to determine the most efficient use of these sites for housing and proceed with the findings for housing development by 2025, consistent with Program H-L. In 2022, the City hired an appraiser to get the most current real estate valuation of all city surplus sites. The City is engaging the services of a consultant in spring 2023 to help begin the surplus land act process.

Site 1: 1480 Main Street (APN 009-211-016)

Table 45 Site 1 Summary

Current Use	Fire Stations and Vacant City Hall Structures
Parcel Size	1.66 acres (0.9 acres available for redevelopment)
Existing General Plan Land Use	Central Business and Public/Quasi-Public
Existing Zoning	Public/Quasi-Public
Proposed Land Use and Zoning	Mixed-Use
Allowed Density	12 to 20 units/acre
Site Capacity	22 units
Assumed Capacity and Income Category	6 Lower Income units

Site 1 is a 1.66-acre property owned by the City of St. Helena located at 1480 Main Street. City goals for the site include redevelopment of the portion of the site fronting Main Street with a visitor-serving commercial uses as a primary use and housing as a secondary use. The site is currently developed with the St. Helena Fire Department on the northern portion of the site and a vacant one-story building on the southwestern portion of the site. Only the vacant components of the site are proposed for redevelopment. A General Plan Amendment and Rezone change is proposed to change the land use and zoning designation from Central Business & Public/Quasi-Public to Mixed-Use. While the Mixed-Use Zone could potentially support 100 percent commercial development, the City has identified this site as suitable for mixed use housing development with intentions to develop.

The 2015 site feasibility and capacity analysis evaluated housing capacity of the site by analyzing current and adjacent land uses and zoning, site topography, environmental sensitivities, service connection feasibility, as well as setback, height, lot coverage, FAR, density, parking, and landscape requirements. The analysis identified two development scenarios for the site, resulting in a maximum capacity of approximately 44 units in scenario one or 46 units in scenario two. The assessment also accounted for the required number of-site parking spaces, 82 spaces in scenario one and 88 in scenario two. No environmental constraints or service connection obstacles were identified on the site. According to the analysis, development of 44 housing units would result in a building lot coverage of approximately 39 percent in both development scenarios. In the Draft Zoning Code there is currently no standard for building coverage in the proposed Mixed-Use zone, therefore the resulting lot coverage would not conflict with the City's Zoning Ordinance. Due to the existing Fire Department, the site developable area is assumed to be approximately 0.9 acres (the location of the vacant building on the southwestern portion of the site), which is approximately half the area assumed in the 2015 analysis. The inventory conservatively assumes a maximum of 6 housing units, as the site area could approximately 22 units based on half the units assumed in the 2015 study.

Site 2: 1572 Railroad Avenue (APN 009-193-002)

Table 46 Site 2 Summary

Current Use	Temporary City Hall
Parcel Size	0.93 acres
Existing General Plan Land Use	Business and Professional Office
Existing Zoning	Business and Professional Office
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Site Capacity	24 units
Assumed Capacity and Income Category	20 Lower Income units

Site 2 is a 0.93-acre property owned by the City of St. Helena located at 1572 Railroad Avenue. City goals are in line with affordable housing development on the site. This site is currently used as a temporary location for City Hall. A General Plan Amendment and Rezone is proposed to change the land use and zoning designation to High Density Residential.

The entire 0.93-acre site is able to be redeveloped with the removal of the existing buildings. Based on allowed density under High Density Residential, 24 units would be permitted as a baseline. Density bonus provisions allowed with affordable housing projects would increase the number of units permitted on-site. However, 20 lower-income units were assumed in order to ensure adequate off-street parking capacity. According to the 2015 site feasibility and capacity analysis, which evaluated housing capacity of the site by analyzing current and adjacent land uses and zoning, site topography, environmental sensitivities, service connection feasibility, as well as setback, height, lot coverage, FAR, density, parking, and landscape requirements, the site can accommodate a total of 20 housing units with adequate area for the required 38 parking spaces. According to

the 2015 assessment, development of 20 housing units on the site would result in a building lot coverage of approximately 31 percent and would be consistent with the maximum lot coverage allowed in High Density Residential zone, 45 percent. The 2015 feasibility analysis and site assessment did not identify any environmental constraints or service connection obstacles that would affect redevelopment of the site. Twenty housing units is slightly higher than 80 percent of the maximum allowable density, at 83 percent. However, given that the City owns and intends to redevelop the site for housing and that this is consistent with the findings 2015 site feasibility and capacity analysis, the development of 20 housing units on-site is considered feasible.

Site 3: Adams Street (APN 009-150-006)

Table 47 Site 3 Summary

Current Use	Vacant
Parcel Size	5.6
Existing General Plan Land Use	Central Business
Existing Zoning	Central Business
Proposed Land Use and Zoning	Central Business
Allowed Density	n/a
Site Capacity	n/a
Assumed Capacity and Income Category	31 Lower Income units

Site 3 is a 5.6-acre property owned by the City of St. Helena located at the terminus of Adams Street and the crossroads of Adams Street/Library Lane. City priorities of the site include a mix of public, commercial, and residential uses. The site is currently vacant but being leased for a small vineyard operation. No land use changes are proposed as residential uses are permitted on upper stories within the Central Business district.

The site inventory assumes a portion of the site, approximately 1.3 acres, would be dedicated for affordable housing, while the remainder of the site would be used for other public and commercial uses such as a potential location for City Hall and Police station. Based on the 2015 site feasibility and capacity analysis, which evaluated housing capacity of the site by analyzing current and adjacent land uses and zoning, site topography, environmental sensitivities, service connection feasibility, as well as setback, height, lot coverage, FAR, density,

parking, and landscape requirements, approximately 31 units could be accommodated on the portion of the site adjacent to the Public Library. The site would also accommodate 58 parking spaces where only 53 are required. According to the 2015 site feasibility and capacity analysis, development of 31 housing units on the 1.3 acre portion of the site would result in a building lot coverage of 28 percent. There is no standard for building coverage in the Central Business zone, therefore the resulting lot coverage would not conflict with the City's Zoning Ordinance. No environmental sensitivities or service connection constraints were identified for the site. This site was identified as a housing opportunity site in the 5th housing element cycle.

Privately Owned Vacant and Nonvacant Properties

After reviewing the pending and approved projects, existing ADU/JADU trends, and City-owned properties, additional capacity is needed to fully accommodate the City's RHNA and to allow for a buffer. A desktop and City tour of parcels that could accommodate more housing and meet the City's regional housing needs was conducted. Pursuant to Government Code section 65583.2(a), these included:

- Vacant sites zoned for residential use
- Vacant sites zoned for nonresidential use that allow residential development
- Residentially zoned sites that are capable of being developed at a higher density than existing conditions
- Commercially zoned sites that are capable of being developed at a higher residential density than existing conditions
- Sites suitable for rezoning to allow for residential uses or allow residential uses at a high density
- Sites zoned for residential use or suitable for rezoning to allow residential uses with expressed property owner interest for residential development

Suitability of Nonvacant Sites

The City has recently seen redevelopment of nonvacant, residentially zoned parcels for housing development. Recently redeveloped parcels included those with existing single-family residences. In addition, the City has recently seen the development of housing on sites with existing vineyards. Examples of recent development trends in residential zones and on properties with existing vineyards include the following:

- 632 McCorkle Avenue: The completed project demolished an existing single family residence to construct 8 new housing units
- 684 McCorkle Avenue: The completed project demolished an existing single family residence to construct 8 new, affordable housing units
- 963 Pope Street: The approved project merged two existing parcels with an existing single family home and constructed 4 new multi-family housing units; all 5 units will be affordable
- 500 Mills Lane: The completed project constructed a single-family residence, ADU, and barn on a property with an existing vineyard

- 601 Fulton lane: The completed project constructed a single-family residence, ADU, and barn on a property with an existing vineyard

The site inventory identified nonvacant residentially zoned sites with similar conditions to trends detailed above (nonvacant sites with existing, single-family residences). The projects listed above were infill sites that redeveloped parcels with existing single family residences with multi-family developments and affordable housing. These projects were located on parcels zoned Medium and High Density Residential. The conditions and characteristics of these projects are similar to Sites 6, 7, and 9 which each have one existing single-family residence and are zoned Median and High Density Residential.

The 632 McCorkle Avenue project had a density of 14.9 units per acre which is 57 percent of the maximum allowed density of the site, the 684 McCorkle Avenue project had a density of 14.7 units per acre which is 56 percent of the maximum allowed density, and the 601 Fulton Lane project had a density of 17.1 units per acre which is 107 percent of the maximum allowed density. The recent redevelopment projects have an average density of 15.5 units per acre, which equates to an average of 73 percent of the maximum allowed density on each site. The site inventory assumes a capacity of approximately 80 percent of the maximum allowed density on each site. This is slightly higher than the average density of recently constructed and approved projects. However, the sites identified in the inventory are larger than the recent redevelopment projects listed above which allows for more efficient layout and greater capacity for development. In addition, two of the three recently redeveloped sites were narrow parcels where the parcel size and shape limited the configuration and available area for housing development on-site.

Other jurisdictions in the region have also seen redevelopment of nonvacant, residentially zoned parcels for housing development as well. Additional redevelopment projects on nonvacant, residentially zoned parcels in the region include the following:

- City of Calistoga – 2008 Grant Street: The approved project includes demolition of an existing residential structure, a three-sided wooden garage, and a large, fire-damaged shed on a 5.84-acre parcel and construction of 15 single-family homes
- City of Calistoga – Yellow Rose Ranch: The proposed project consists of the demolition of an existing single-family residence, barn, and four accessory buildings and construction of 46 single-family homes, 33 attached ADUs, and 12 detached ADUs
- City of Napa - Browns Valley Subdivision: The proposed project includes the demolition of a single-family residence, barn, and several outbuildings and construction of 11 single-family homes
- City of Napa – Old Sonoma Road Mixed Use: The proposed project includes the demolition of nine existing non-historic buildings and rehabilitation of three existing historic buildings into two townhome clusters, six new condominium structures, eight single-family homes, and commercial space. The project proposes a total of between 155 and 162 housing units.

- City of Napa – Redwood Grove Housing: The proposed project includes the removal of an existing single-family residence and construction of a two-story, 34-unit, multi-family, 100 percent affordable housing development.

Site 4: 905 Main Street (APN 009-180-008)

Table 48 Site 4 Summary

Current Use	Vacant
Parcel Size	0.27 acres
Existing General Plan Land Use	Mixed-Use
Existing Zoning	Service Commercial
Proposed Land Use and Zoning	Mixed-Use
Allowed Density	12 to 20 units/acre
Site Capacity	5 units
Assumed Capacity and Income Category	4 Above Moderate Income units

Site 4 is a 0.27-acre property located at 905 Main Street. The property is a vacant site in a location prime for development along Main Street. The property owner has expressed interest in development of the site with housing and community members have expressed support for this use. A zoning change is proposed to change the zoning designation from Service Commercial to Mixed-Use, which would bring the property into conformance with the existing General Plan land use designation and incentivize owner redevelopment of the site due to the new allowed on-site uses. In addition, mixed-use development incentives anticipated under Program H-P, such as streamlined design review and fee waivers, would further encourage development of housing on the site. The Mixed-Use land use designation is a new designation introduced in the City's recent 2040 General Plan Update. The City is currently in the process of updating the Zoning Ordinance to include a Mixed-Use zone consistent with the General Plan and anticipates adopting these changes in Fall of 2023. Because the Mixed-Use zone has not yet been adopted in the Zoning Ordinance, there are no recent development trends in the city for sites zoned Mixed-Use. According to the City of Napa's Housing Element Update, two recent mixed-use projects in the city had an average of 92 percent of the maximum allowed

density of the sites. Napa's sites inventory assumed a realistic density of 80 percent of the maximum allowed density of each site based on the density of recent mixed-use developments, which averaged 83 percent of the maximum allowed density.[55] There is potential that Site 4 could be developed with 100 percent commercial uses. However, the inventory only includes one site with a Mixed Use land use and only a total of four above-moderate housing units. In addition, the property owner has expressed to the City that they are interested in developing housing on the site. The site is vacant, and the entire 0.27-acre site is able to be developed. Based on 80 percent of the maximum allowed density under Mixed-Use, four above-moderate income units are feasible.

[55] City of Napa. 2022. Housing Element Update. file:///C:/Users/lsegal/Downloads/Napa%20Housing%20Element%20Rev%2002%2020230216.pdf

Site 5: Main Street between Mills Lane and Dowdell Lane (APN 009-660-005)

Table 49 Site 5 Summary

Current Use	Vacant
Parcel Size	1.8 acres
Existing General Plan Land Use	Service Commercial
Existing Zoning	Service Commercial
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Site Capacity	45 units
Assumed Capacity and Income Category	45 Lower Income units

Site 5 is a 1.8-acre property located on Main Street between Mills Lane and Dowdell Lane. The property is a vacant site in a location prime for development along Main Street. The site is privately owned currently but a local affordable housing non-profit has secured an exclusive option to purchase the property to develop affordable housing, consistent with an approved development agreement for the Farmstead Hotel. A General Plan Amendment and Rezone is proposed to change the land use and zoning designation from Service Commercial to High Density Residential to allow for affordable housing development. The affordable housing project is in the preliminary site design phase which is pending pursuant to adoption of the Housing Element Update and subsequent rezoning of the property to accommodate multi-family housing.

The entire 1.8-acre site is vacant and able to be developed. Based on allowed density under High Density Residential, a total of 45 housing units would be permitted. The affordable housing non-profit organization that owns the site intends to develop a housing project affordable to households earning between 30 percent and 60 percent of the AMI (very low- and low-income). A conceptual site plan was analyzed which determined

four-story development along Fountain Court and three-stories along Main Street with structured parking could yield approximately 45 units and all required parking spaces. The inventory assumes 45 units. While this is greater than 80 percent of the maximum allowable density of the site, it is consistent with the non-profit's project plans and less than the maximum density of the project site (46 units).

Site 6: 709 McCorkle Avenue (APN 009-100-031)

Table 50 Site 6 Summary

Current Use	Single Family Residences
Parcel Size	0.9 acres
Existing General Plan Land Use	Medium Density Residential
Existing Zoning	Medium Density Residential
Proposed Land Use and Zoning	Medium Density Residential
Allowed Density	14 units/acre
Site Capacity	5 units
Assumed Capacity and Income Category	4 Above Moderate Income units

Site 6 is composed of a 0.9-acre property located at 709 McCorkle Avenue. The property is underutilized with one existing single family residence and a large undeveloped space. The site is considered underutilized based on the additional density, FAR, height, and lot coverage available.

The property owner along with community members and local nonprofit groups expressed interest in developing more housing on the site. The property owner inquired with the City regarding the possibility of subdividing the property pursuant to SB9, which would allow the lot to be split into two lots with development of up to two units on each lot. The current land use and zoning designation is Medium Density Residential and no changes to land use or zoning are proposed. The site is currently underutilized and does not meet the maximum density allowed under the Medium Density Residential Zone (16 units/acre) with a current density of 1 unit per acre. The site currently has 1 unit, which is approximately 7 percent of the total allowed capacity. The

existing building lot coverage is about seven percent of the site, allowing for an additional 38 percent coverage for new structures.

The site is composed of a single family lot which could accommodate 14 units under current land use regulations. Due to the existing residence on the site, the inventory conservatively assumed additional units would be added pursuant to SB 9. Each lot can be split into two lots with development of up to 2 units on each lot, for a total of 4 above moderate units (a net increase of 3 units). In addition, each lot could develop ADUs for a total net capacity of 5 units. However, a total of 4 above moderate income units were assumed, given the property owner's development interests.

Site 7: 821 Pope Street (APN 009-503-001)

Table 51 Site 7 Summary

Current Use	Single Family Residence
Parcel Size	1.0 acres
Existing General Plan Land Use	High Density Residential
Existing Zoning	High Density Residential
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Site Capacity	26 units
Assumed Capacity and Income Category	10 Lower Income and 10 Moderate Income units

Site 7 is a 1.0-acre property located at 821 Pope Street. The site is underutilized with one existing single-family residence and large undeveloped areas on-site. The site is considered underutilized based on the additional density, FAR, height, and lot coverage available.

Land use designations and existing development surrounding the site consist of multi-family housing. The current land use and zoning designation is High Density Residential and no changes to zoning are proposed. This site mirrors the condition of properties that were recently redeveloped with multi-family housing in the city. Similar to the 632 McCorkle Avenue, 684 McCorkle Avenue, and 963 Pope Street projects, this site contains existing single family residences on a large parcel but is underutilized as it is located on a High Density Residential zone

The entire 1.0-acre site is able to be redeveloped. Based on allowed density under High Density Residential, development of 26 units would be permitted. However, a total of 20 units, 10 lower income units and 10

moderate income units, is assumed in order to accommodate off-street parking capacity. The site is currently underutilized and does not meet the minimum density of the High Density Residential Zone (16.1 units/acre) with a current density of 1 unit per acre. The site currently has 1 unit, which is approximately 4 percent of the total allowed capacity. The existing building lot coverage is about 16 percent of the site, allowing for an additional 29 percent coverage for new structures or up to 45 percent if the site is redeveloped.

This site was included in the 5th Cycle Housing Element and is considered non-vacant, therefore requiring by-right approval for projects with at least 20% affordable units.

Site 8: 882 and 886 College Avenue (APN 009-070-043, -044, -045)

Table 52 Site 8 Summary

Current Use	Vacant
Parcel Size	1.5 acres
Existing General Plan Land Use	Public/Quasi-Public
Existing Zoning	A-20 (Agriculture)
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Site Capacity	39 units
Assumed Capacity and Income Category	15 Lower Income and 15 Moderate Income units

Site 8 is composed of three adjacent properties that total 1.5 acres located at 882 and 886 College Avenue. All three properties are vacant and are owned by a single property owner who has expressed interest in residential development on these properties. The site is adjacent to areas with existing multi-family development. A General Plan Amendment and zoning change is proposed to change the land use and zoning designation from Public/Quasi-Public and Agriculture to High Density Residential.

The entire 1.5-acre site is able to be redeveloped. Based on allowed density under High Density Residential, 39 units would be permitted. However, a total of 30 units, 15 lower-income units and 15 moderate income units, is assumed in order to accommodate off-street parking capacity. Future development of the site would not be dependent upon lot consolidation as all three parcels are under the same ownership. Furthermore, Program H-ZZ would incentivize lot consolidation at the time the property is developed.

Site 9: 1447 and 1515 Spring Street (APN 009-590-003, -010)

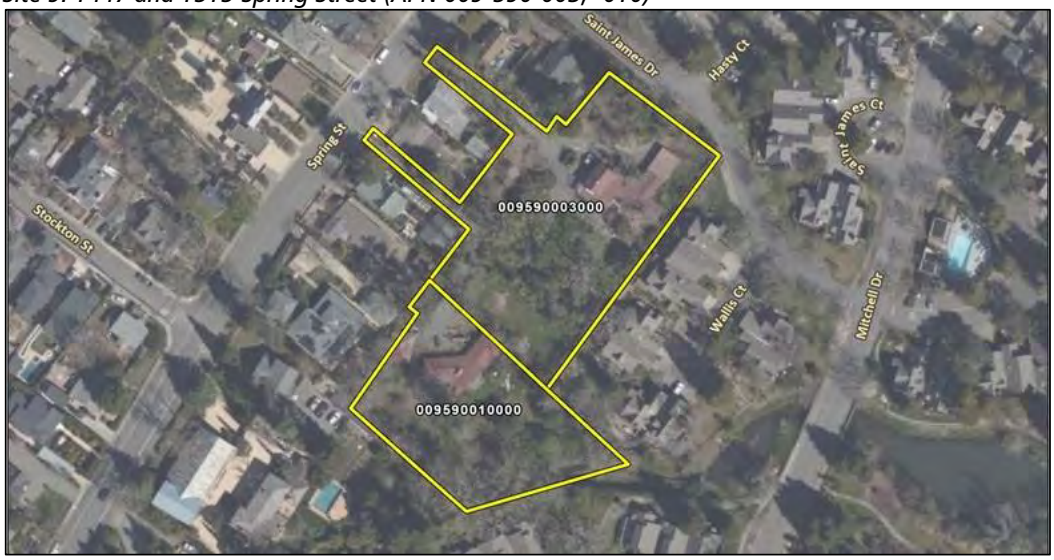


Table 53 Site 9 Summary

Current Use	Single Family Residences
Parcel Size	2.4 acres
Existing General Plan Land Use	High Density Residential
Existing Zoning	High Density Residential
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Site Capacity	62 units
Income Category	24 Lower Income and 24 Above Moderate Income units

Site 9 is composed of two adjacent properties that total 2.4 acres located at 1447 and 151 Spring Street. Both properties are underutilized with one existing single-family residence and large undeveloped areas on each parcel. The overall site is considered underutilized based on the additional density, FAR, height, and lot coverage available. This site mirrors the condition of properties that were recently redeveloped with multi-family housing in the city. Similar to the 632 McCorkle Avenue, 684 McCorkle Avenue, and 963 Pope Street projects, this site contains existing single family residences on large parcels but is underutilized as it is located on a High Density Residential zone. The site is surrounded by single- and multi-family development and sites zoned High Density Residential, similar to the 632 McCorkle Avenue and 684 McCorkle Avenue projects. The current land use and zoning designation is High Density Residential and no changes to zoning are proposed.

The entire 2.4-acre site is able to be redeveloped. Based on allowed density under High Density Residential, 62 units would be permitted. However, a total of 48 units, 24 lower income units and 24 above moderate income units, is assumed in order to accommodate site circulation improvements and adequate off-street parking

capacity. The site is currently underutilized and does not meet the minimum density of the High Density Residential Zone (16.1 units/acre) with a current density of 0.83 units/acre. The site has two existing housing units, which equals approximately three percent of the total allowed capacity of the site (62 units). The existing building lot coverage is approximately eight percent and the maximum allowed lot coverage is 45 percent. Future development of the site would not be dependent upon lot consolidation as all three parcels are under the same ownership. Furthermore, Program H-ZZ would incentivize lot consolidation at the time the property is developed.

This site was included in the 5th Cycle Housing Element, therefore requiring by-right approval for projects with at least 20% affordable units.

Site 10: Spring Street between Hudson Avenue & Valley View Street (APN 009-441-023)

Table 54 Site 10 Summary

Current Use	Vineyard
Parcel Size	4.4 acres
Existing General Plan Land Use	Medium Density Residential
Existing Zoning	Medium Density Residential
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Site Capacity	114 units
Assumed Capacity and Income Category	44 Lower Income and 44 Moderate Income units

Site 10 is a 4.4-acre parcel located on Spring Street between Hudson Avenue and Valley View Street. Recent property owner interest in residential development of the site indicates opportunity for housing. Additionally, Focus Group meetings showed interest in High Density Residential uses on this residentially zoned parcel in the form of town homes, which is compatible with the surrounding residential neighborhoods. The site is considered underutilized as it has a residential land use designation but is currently used as vineyards. As previously discussed, the City has seen recent development of housing on properties with existing vineyards. Site 10 has greater development potential than the recently developed vineyard parcels since it is located on a residentially zoned parcel, while the 500 Mills Lane and 601 Fulton Lane projects were located on parcels with a land use and zoning designation of Agriculture and therefore are only allowed to develop one housing unit and one ADU per parcel. A General Plan Amendment and zoning change is proposed to change the zoning from Medium Density Residential to High Density Residential.

The entire 4.4-acre site is able to be redeveloped. Based on allowed density under High Density Residential, 114 units would be permitted. However, a total of 88 units, 44 lower income units and 44 moderate income units, is assumed in order to accommodate adequate off-street parking capacity. The site is currently underutilized and does not meet the maximum density allowed under the Medium Density Residential Zone (16 units/acre) or the minimum density allowed under the proposed land use change to High Density Residential (16.1 units/acre) with a current density of 0 units per acre. The site currently has no on-site development and would be allowed 45 percent lot coverage, or approximately 86,000 square feet of building footprints.

This site was included in the 5th Cycle Housing Element and is considered non-vacant, therefore requiring by-right approval for projects with at least 20% affordable units.

Site 11: 1637 Spring Street (APN 009-600-018)

Table 55 Site 11 Summary

Current Use	8 Detached Residential Housing Units
Parcel Size	1.1 acres
Existing General Plan Land Use	Medium Density Residential
Existing Zoning	High Density Residential
Proposed Land Use and Zoning	High Density Residential
Allowed Density	16.1 to 26 units/acre
Site Capacity	28 units
Assumed Capacity and Income Category	8 Additional Lower Income units

Site 11 is a 1.1-acre parcel located at 1637 Spring Street. Recent property owner interest in adding housing units on-site indicates there is opportunity to develop additional housing. The property owner emailed City Staff on March 7, 2022, interested in the development of additional housing units on the property . The property owner stated a desire to double the number of housing units on the site and expressed support for changing the land use designation from Medium Density Residential to High Density Residential, to match the current zoning. Further, correspondence with the property owner confirmed they are interested in including the site in the site inventory. The land use designation of the site is currently Medium Density Residential, changed from High Density Residential during the latest General Plan Update in 2019. However, the site is still zoned High Density Residential and is adjacent to other parcels zoned High Density Residential. A General Plan Amendment is proposed to change the land use designation from Medium Density Residential to High Density Residential, in conformance with the current zoning designation.

Based on allowed density under High Density Residential, a total of 28 units would be permitted. With the existing 8 units and current on-site structures, the site is underutilized based on density, FAR, and lot coverage. Based on discussions with the property-owner and existing site layout, approximately 8 additional units could

be accommodated on-site. Therefore, the inventory assumed 8 lower income units, resulting in 16 units total on-site, based on the property owner's development interests. The site is underutilized and currently does not meet the minimum density of the High Density Residential Zone (16.1 units/acre) with a current density of 7.3 units/acre. The site has 8 existing housing units, which equals approximately 29 percent of the total allowed capacity of the site (28 units). The existing building lot coverage is approximately 30 percent and the maximum allowed lot coverage is 45 percent.

Site 12: 620 McCorkle Avenue (APN 009-502-003)

Table 56 Site 12 Summary

Current Use	Single Family Residence
Parcel Size	0.76 acres
Existing General Plan Land Use	Medium Density Residential
Existing Zoning	Medium Density Residential
Proposed Land Use and Zoning	Medium Density Residential
Allowed Density	5.1 to 16 units/acre
Site Capacity	12 units
Assumed Capacity and Income Category	3 Additional Above Moderate Income units

Site 12 is a 0.76-acre parcel located at 620 McCorkle Avenue. The site is considered underutilized as it is zoned medium density residential but is currently developed with a single family residence. The site is considered underutilized based on the additional density, FAR, height, and lot coverage available. The site is surrounded by single- and multi-family development and properties zoned Medium and High Density Residential. In addition, community feedback from public meetings and public comment letters have shown the site is a strategic location for housing and the community is interested in including this site in the site inventory. The current land use and zoning designation is Medium Density Residential and no changes to zoning are proposed. This site also is adjacent to recently redeveloped sites at 632 McCorkle Avenue and 684 McCorkle Avenue, which removed an existing single-family residence with multi-family units.

The entire site could accommodate approximately 12 units based on allowed density alone. However, three additional above-moderate income units are assumed in order to accommodate adequate off-street parking capacity and existing residential uses. Therefore, the inventory assumed three additional above moderate income units, resulting in four units total onsite. The site is currently underutilized and does not meet the

minimum or maximum density allowed under the Medium Density Residential Zone (5.1 and 16 units/acre) with a current density of 1.3 units per acre. The site currently has 1 unit, which is approximately 8 percent of the total allowed capacity. The existing building lot coverage is about 25 percent of the site, allowing for an additional 20 percent coverage for new structures or 45 percent if the site is redeveloped similar to adjacent parcels.

Summary of Site Inventory

In combination with the City's pending projects and ADU development trends, the site inventory provides adequate sites to meet the City's RHNA allocation and buffer requirements. Between these three methods, the city can accommodate a total of 472 housing units, including 207 lower-income, 70 moderate-income, and 195 above moderate-income units. Table 57 shows a summary of the number of housing units accommodated by pending projects, ADU trends, and the site inventory.

Table 57 Summary of Housing Units

	Lower Income	Moderate Income	Above Moderate Income	Total
Pending Projects	4	1	88	93
ADU Trends	0	0	72	72
Site Inventory				
Site 1 (1480 Main St.)	6	0	0	6
Site 2 (1572 Railroad Ave.)	20	0	0	20
Site 3 (Adams St.)	31	0	0	31
Site 4 (905 Main St.)	0	0	4	4
Site 5 (Main St. btw Mills Ln. and Dowdell Ln.)	45	0	0	45
Site 6 (709 McCorkle Ave.)	0	0	4	4
Site 7 (821 Pope St.)	10	10	0	20
Site 8 (882 and 886 College Ave.)	15	15	0	30
Site 9 (1447 and 1515 Spring St.)	24	0	24	48
Site 10 (Spring St. btw Hudson Ave. And Valley View St.)	44	44	0	88
Site 11 (1637 Spring St.)	8	0	0	8
Site 12 (620 McCorkle Ave.)	0	0	3	3
Total	**207**	**70**	**195**	**472**
St. Helena RHNA plus 20% Buffer	192	31	79	302
Surplus	15	39	116	170

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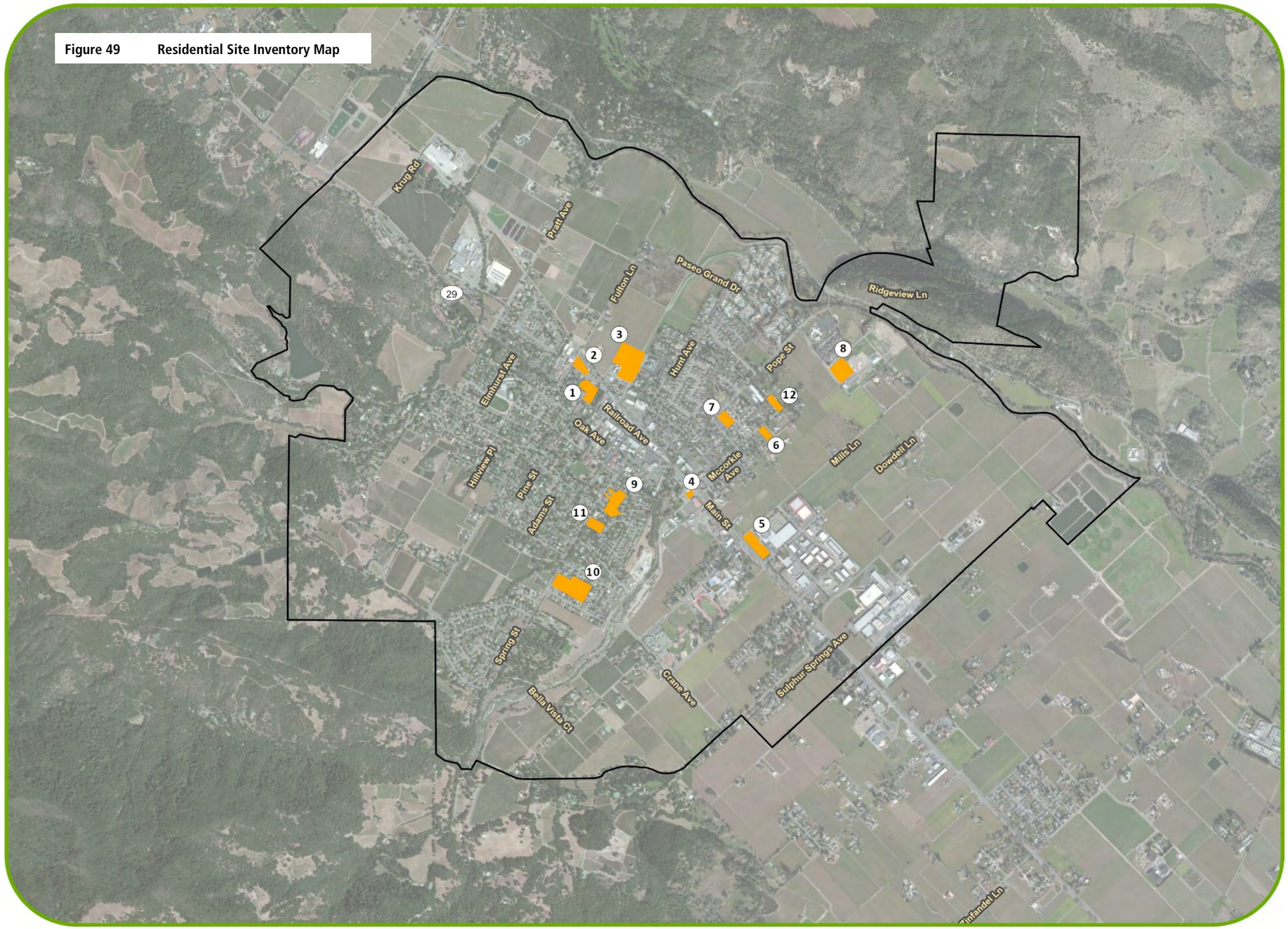
Figure 49 Residential Site Inventory Map



City Boundary
Selected Sites

1 - 1480 Main Street
2 - 1572 Railroad Avenue
3 - Adams Street
4 - 905 Main Street
5 - Main Street (between Mills & Dowdell)
6 - 709 McCorkle Avenue
7 - 821 Pope Street
8 - 882 and 886 College Avenue
9 - 1447 and 1515 Spring Street
10 - Spring Street (between Hudson & Valley View)
11 - 1637 Spring Street
12 - 620 McCorkle Avenue

ST. HELENA
CALIFORNIA

0 0.2 0.4 N
Miles

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Additional data provided by County of Napa, 2022.

Table 58 Vacant and Nonvacant Sites

Site Address	APN	Developable Acres	Existing Zoning	Rezone Proposed	Proposed Zoning	Minimum Density	Maximum Density	Used in Previous HE?	Nonvacant	City-Owned	Lower Income	Moderate Income	Above Moderate Income	Total
Site 1 (1480 Main St.)	009-211-016	0.90	Public/Quasi-Public	Yes	Mixed-Use	12	20	No	Nonvacant	Yes	6	0	0	**6**
Site 2 (1572 Railroad Ave.)	009-193-002	0.93	Business and Professional Office	Yes	High Density Residential	16.1	26	No	Nonvacant	Yes	20	0	0	**20**
Site 3 (Adams St.)	009-150-006	5.6	Central Business	Yes	High Density Residential	16.1	26	Yes (Moderate Income and Above)	Vacant	Yes	31	0	0	**31**
Site 4 (905 Main St.)	009-180-008	0.27	Service Commercial	Yes	Mixed-Use	12	20	Yes (Moderate Income and Above)	Vacant	No	0	0	4	**4**
Site 5 (Main St. btw Mills Ln. and Dowdell Ln.)	009-660-005	1.8	Service Commercial	Yes	High Density Residential	16.1	26	No	Vacant	No	45	0	0	**45**
Site 6 (709 McCorkle Ave.)	009-100-032	0.9	Medium Density Residential	No	Medium Density Residential	5.1	16	No	Nonvacant	No	0	0	4	**4**
Site 7 (821 Pope St.)	009-503-001	1.0	High Density Residential	No	High Density Residential	16.1	26	Yes (Lower Income)	Nonvacant	No	10	10	0	**20**
Site 8 (882 and 886 College Ave.)	009-070-043, 009-070-044, 009-070-045	1.5	Agriculture	Yes	High Density Residential	16.1	26	No	Vacant	No	15	15	0	**30**
Site 9 (1447 and 1515 Spring St.)	009-590-010, 009-590-003	2.4	High Density Residential	No	High Density Residential	16.1	26	Yes (Lower Income)	Nonvacant	No	24	0	24	**48**
Site 10 (Spring St. btw Hudson Ave. And Valley View St.)	009-441-023	4.4	Medium Density Residential	Yes	High Density Residential	16.1	26	Yes (Moderate Income and Above)	Vacant	No	44	44	0	**88**
Site 11 (1637 Spring St.)	009-600-018	1.1	High Density Residential	No	High Density Residential	16.1	26	No	Nonvacant	No	8	0	0	**8**
Site 12: 620 McCorkle	009-502-003	0.76	Medium Density Residential	No	Medium Density Residential	5.1	16	No	Nonvacant	No	0	0	3	**3**
		Total									**203**	**69**	**36**	**308**

	Lower Income Capacity
Lower Income RHNA with 20 percent buffer:	**192**
Pending and Approved Projects (lower income)	**4**
Existing HDR capacity: Site 7	**10**
Existing HDR capacity: Site 9	**24**
Existing HDR capacity: Site 11	**8**
Remaining lower income shortfall	**146**
Sites with proposed rezone to HDR (Sites 2, 3, 5, 8, 10)	**156**

Availability of Infrastructure and Services

The City of St. Helena is dedicated to improving existing and new infrastructure and facilities to support existing and future development. The City's annual budget devotes funds towards the Public Works Department which provides design, construction, maintenance, and operation of public facilities and infrastructure within the city. Public Works is responsible for infrastructure including streets, storm drains, parks, water treatment, water distribution, wastewater collection, and wastewater treatment. Environmental compliance services provided by Public Works also include storm water pollution prevention, sustainability, protection of public trees and floodplain administration, response to infrastructure and weather emergencies. The city's existing infrastructure system may require minor upgrades to address age and condition-related issues. New construction would be located in areas served by existing infrastructure.

The Integrated Urban Master Plan analyzed future infrastructure and water supply capacity accounting for planned development within the city, including the Hunter Subdivision project, and estimated buildout proposed under the 2040 General Plan, which would be about 7,400 residents by the year 2040. The City's RHNA plans for the addition of a total of 256 housing units within the planning period. Currently the city has a population of approximately 6,073. Therefore, the additional 256 units would not exceed buildout assumed in the Master Plan.

Wastewater System

The City's Integrated Utility Master Plan was adopted in 2021 and serves as the guiding document for planning and implementing sewer system improvements through the year 2040. The plan is consistent with the population, land use, employment, and housing projections presented in the 2040 General Plan. The City also has a Sewer System Management Plan that was developed in 2006 and last updated in April 2016. The City's sewer system service area consists of the City limits and includes approximately 24 miles of active gravity sewer pipelines, 0.4 miles of force mains, and two lift stations that convey flow to the Wastewater Treatment Plant. Improvements to the Wastewater Treatment Plant began in 2022 to adhere to stricter environmental requirements and are expected to be completed in 2023.

A capacity analysis of the existing wastewater collection system showed a storm event would result in multiple pipeline capacity deficiencies and sanitary sewer overflows at several locations with the existing system. Wastewater collection systems improvement projects proposed by the Utility Master Plan included gravity main improvements with pipeline replacement and lift station improvements. These improvements would be constructed based on prioritization within the Master Plan and developed as a Capital Improvement Project. The improvements would be financed through City budgeting and collection of project impact fees. As discussed under the Government Constraints section, impact fees in the city do not represent a constraint to housing.

Potable Water System

The City's Integrated Utility Master Plan serves as the guiding document for planning and implementing water system improvements through the year 2040, consistent with growth under the 2040 General Plan. Previously, the City utilized the Water Master Plan, developed in 2006, to identify infrastructure need to the year 2020. The City's water system service area extends beyond the City limits to unincorporated areas in the Meadowood Napa Valley Resort/Neighborhood area and area between Chaix Lane and Zinfandel Lane along Main Street. There are three main water supply sources: Bell Canyon Reservoir, Stonebridge wells, and an interconnection with the City of Napa. The City's water system consists of approximately 47 miles of water distribution pipelines.

A capacity analysis of the existing water distribution system showed there is one pump station, the Holmes pump station, that does not have sufficient firm pumping capacity to meet maximum daily demand. Evaluation of the existing treated water storage system capacity found one area that does not have adequate capacity to meet peak hour demand, fire flow storage, and emergency storage. Improvement projects proposed by the Utility Master Plan to prevent system failures caused by leaks, fails, and main breaks include rehabilitation and replacement of water main and transmission lines, which would enable the City to meet potable water demands. The potable water improvements would be constructed based on prioritization within the Master Plan and developed as a Capital Improvement Project. The improvements would be financed through City budgeting and collection of project impact fees. As discussed under the Government Constraints section, impact fees in the city do not represent a constraint to housing.

Storm Water System and Drainage System

The City's Integrated Utility Master Plan guides planning and implementing the storm drainage system improvements through the year 2040 with growth projections consistent with the 2040 General Plan. Previously, the Storm Drainage Master Plan, developed in 2000, served as the City's guide to analyze the existing storm drain system and plan for implementation of improvements. The City's storm drainage collection system service area consists of the city limits and includes street drainage, inlets, gravity pipelines, open channels, one storm water detention basin, and 33 outfalls that discharge in Sulphur Springs Creek, York Creek, or Napa River.

Evaluation of existing storm drainage capacity showed there would be multiple areas of flooding throughout the system in the event of a 10-year, 50-year, and 100-year storm. Improvement projects proposed by the Utility Master Plan to mitigate storm water system capacity issues include implementing an annual storm drain rehabilitation and replacement program with the assumption that approximately 1.25 percent of the system would be replaced per year until 2040. Storm water infrastructure upgrades would be constructed based on prioritization within the Master Plan and developed as a Capital Improvement Project. The improvements would be financed through City budgeting and collection of project impact fees. As discussed under the Government Constraints section, impact fees in the city do not represent a constraint to housing.

Dry Utilities

PG&E is responsible for supplying electricity and natural gas to the City and surrounding areas. Other dry utilities such as telephone and data services and cable television are serviced by contracted providers within the city, including Xfinity and AT&T.

Circulation System

The City's Circulation Element, updated in 2019 along with the General Plan, identifies the principal components of the City's circulation system and issues related to parking, public transit, and pedestrian and bicycle infrastructure. The Circulation Element also includes standards and guiding principles for implementing transportation improvements.

The City's street network is largely grid based with some streets east of State Route 29 that are not fully connected to the network. State Route 29 (Main Street) is the main street used for traveling north-south throughout the city and is the main route for vehicles traveling between Lake County, northern Sonoma County, and the City of Napa and other destinations further south. It runs northwest to southeast through the city and divides the city in two. Congestion along State Route 29 is a major issue within the city and pushes traffic onto local city streets. Much of the traffic congestion seen in the city is caused by tourists traveling throughout the region. The primary transit option in the city is the Vine bus service, however ridership is low with only 0.9 percent of St. Helena residents commuting via transit. Future improvements to the City's transportation network include improvements aimed at reducing congestion along State Route 29 and enhancing alternative modes of travel, including the addition of pedestrian and bicycle infrastructure.

Environmental Constraints

In 2019, the City certified a FEIR with the 2040 General Plan Update that analyzed all potential environmental impacts associated with the population and development growth proposed under the plan. City Council also adopted CEQA Findings and a Statement of Overriding Considerations identifying public benefits that override the significant and unavoidable impacts of the General Plan, including agricultural preservation, a balanced mix of land uses and sustainable land use pattern, creation of construction jobs, managing effects of regional traffic, and a shift to a multi-modal circulation system. Environmental clearance for future development projects may tier from the General Plan FEIR, thereby expediting the approval process. Mitigation measures set forth in the FEIR include measures to minimize impacts associated with potential flooding, and other environmental constraints.

There are no known conditions that would preclude any of the selected sites from being developed within the planning period. Sites 4 and 7 are located in the Federal Emergency Management Agency (FEMA) flood hazard zone, Zone X, an area of moderate- to low-risk. Development within Zone X would not preclude the properties from development, as future development would be subject to development standards contained within the Saint Helena Municipal Code, which incorporates FEMA standards for construction in flood hazard zones, as well as relevant policies within the City's General Plan which regulate development in flood risk areas. In

addition, future development would comply with applicable mitigation measures within the 2040 General Plan EIR, including HYDRO-1 which ensures that no development will impede waters in the floodway, raises base flood levels, or expose housing to undue risk from flooding. The remaining sites are not located within a FEMA flood zone. None of the sites are located within a state of local fire hazard severity zone.

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Appendix A:
Affirmatively Furthering Fair Housing

Adopted, May 9, 2023
Revised, July 2023
Certified, September 25, 2023

ST. HELENA
CALIFORNIA
HOUSING ELEMENT
2023 - 2031

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1. Introduction

In 2018, the California State Legislature passed Assembly Bill (AB) 686 to expand upon fair housing requirements and protections outlined in the Fair Employment and Housing Act. The law requires all State and local public agencies to facilitate deliberate action to explicitly address, combat, and relieve disparities resulting from past patterns of segregation to foster more inclusive communities. AB 686 created new requirements that apply to all housing elements due for revision on or after January 1, 2021. The passage of AB 686 protects the requirement to affirmatively further fair housing within State law.

AB 686 defined "affirmatively further fair housing (AFFH)" to mean "taking meaningful actions, in addition to combat discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity." AB 686 added an assessment of fair housing to the Housing Element which includes the following components:

- A summary of fair housing issues and assessment of the City's fair housing enforcement and outreach capacity
- An analysis of segregation patterns and disparities in access to opportunities
- An assessment of contributing factors
- An identification of fair housing goals and actions.[56]

1.1 Approach to Analysis

This AFFH analysis is consistent with the 2021 California Department of Housing and Community Development's Affirmatively Furthering Fair Housing Guidance for All Public Entities and for Housing Elements (AFFH Guidance Memo) which provides guidance on the preparation of housing elements and ensures statutory requirements are satisfied, pursuant to Government Code Section 65583(c)(10).

This AFFH analysis evaluates fair housing issues on the following topics:

1. Fair Housing Enforcement and Outreach Capacity
2. Integration and Segregation Patterns and Trends
3. Racially and Ethnically Concentrated Areas of Poverty
4. Disparities in Access to Opportunity
5. Disproportionate Housing Needs

[56] *Housing and Community Development (HCD). 2021. https://www.hcd.ca.gov/community-development/affh/index.shtml*

6. Other Relevant Factors, including historical disinvestment, lack of infrastructure improvements, and presence of older affordable housing units that may be at risk of conversion to market-rate housing.

Fair housing priorities goals and actions are also provided specific to St. Helena to address as implementation actions for the Housing Element. The goals and actions address the major contributing factors for the topics above.

1.2 Fair Housing Methodology

The California Government Code Section 65583 (10)(A)(ii) requires cities and counties to analyze areas of segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs, including displacement risk.

To conduct this analysis, the City utilized data from a variety of sources, including:

- The Housing and Community Development (HCD) AFFH Data Viewer
- AFFH Segregation Report by ABAG
- Napa Sonoma Collaborative
- Urban Displacement Project (UDP)
- U.S Housing and Urban Development (HUD)
- CalEnviroscreen
- California Tax Credit Allocation Committee (TCAC)
- The Comprehensive Housing Affordability Strategy (CHAS)
- US Census American Community Survey (ACS)
- AllTransit
- Walk Score

Additionally, the analysis includes input from sources of local knowledge, including special needs groups, housing advocacy organizations, housing and services providers, and residents.

1.2.1 Housing and Community Development's AFFH Viewer

The AFFH Data Viewer is a tool developed by HCD that features census block group and tract level data from an expansive collection of sources including ACS, HUD, TCAC, UDP, and CHAS. The Data Viewer tool serves as a resource for local and regional governments and provides the ability to explore spatial data patterns concerning fair housing enforcement, segregation and integration, racially and ethnically concentrated areas of poverty, and disparities in access to opportunities and housing. The Data Viewer is

intended to assist in the creation of policies that alleviate disparities, combat discrimination, and increase access to safe and affordable homes.

1.2.2 AFFH Segregation Report

The University of California, Merced and STIR Labs, on behalf of ABAG, prepared reports for jurisdictions in California studying segregation patterns and current land use policies that correlate with patterns of racial segregation. The report for St. Helena addresses racial and income segregation using the racial isolation index, racial dissimilarity index, and Thiel's H-Index at the neighborhood level within and regional level.

1.2.3 Napa Sonoma Collaborative

The Napa Sonoma Collaborative (NSC) is a collaboration between Napa and Sonoma Counties that aims to address housing challenges within the region. NSC is made up of housing staff from jurisdictions within Napa and Sonoma Counties and is working to raise awareness and increase participation in the Housing Element update process. The collaborative conducted outreach to gather information on fair housing issues within local communities and discuss constraints to affordable housing.

1.2.4 Urban Displacement Project (UDP)

The UDP was developed to track neighborhood change and identify areas that are vulnerable to gentrification and displacement in California. Indicators of gentrification and displacement are measured at the census tract level based on data from the 2015 ACS. UDP indicators examine census tracts to identify areas that qualify as disadvantaged neighborhoods. Additionally, census tracts identified as disadvantaged neighborhoods by UDP's criteria are further analyzed to explore changes in the percentage of college educated residents, non-Hispanic White population, median household income, and median gross rents over time to determine levels of gentrification and displacement risk.

1.2.5 CalEnviroscreen

The California Office of Environmental Health Hazard Assessment developed a screening methodology to identify communities disproportionately burdened by multiple sources of pollution. This tool, called the California Communities Environmental Health Screening Tool (CalEnviroScreen), utilizes existing environmental, health, and socioeconomic data to rank census tracts based on 20 distinct indicators. In general, if a community has a high score for that indicator, it is more impacted by pollution burdens and population vulnerabilities compared to other communities. Designated disadvantaged communities are those with CalEnviroScreen percentile scores of 75 or higher, meaning that they scored within the highest 25 percent of census tracts across California. There are no disadvantaged communities in St. Helena.

1.2.6 California Tax Credit Allocation Committee (TCAC)

HCD and the TCAC created the California Fair Housing Task Force to provide research, evidence based policy recommendations, and other strategic recommendations to HCD and other related state

agencies/departments to further the fair housing goals.[57] The Task Force created the AFFH Data Viewer, an interactive mapping tool to assess population and housing characteristics related to fair housing and access to opportunity to aid in the development of policy for the promotion of equitable and inclusive communities. The data viewer includes Opportunity Maps made from composite scores of three different domains made up from a set of indicators data shown in Table 1. The Opportunity Maps include a measure or "filter" to identify areas with poverty and racial segregation. To identify these areas, census tracts were first filtered by poverty and then by a measure of racial segregation. The criteria for these filters were:

- **Poverty Status.** Census tracts with at least 30 percent of population that earned an income that was below the federal poverty level.
- **Racial Segregation.** Census tracts with a location quotient that is higher than 1.25 for Black, Hispanic, Asians, or all non-White populations in comparison to the county.

Table 1 Domains and List of Indicators for Opportunity Maps

Domain	Indicator
Economic	Poverty, Adult Education, employment, Job proximity, median home value
Environmental	CalEnviroScreen 3.0 pollution indicators and values
Education	Math proficiency, reading proficiency, high school graduation rates, student poverty rates

Source: California Fair Housing Task Force, Methodology for the 2020 TCAC/HCD Opportunity Maps, December 2020

1.2.7 AllTransit

AllTransit is an online database that details transit opportunity for communities. The website explores metrics that reveal the social and economic impact of transit, specifically looking at connectivity, access to jobs, and frequency of service. The AllTransit performance score explores metrics that reveal the social and economic impact of transit, such as connectivity, access to jobs, and frequency of service.

1.2.8 Walk Score

Walk Score provides walkability services and apartment search tools to addresses across the United States, with the mission "to promote walkable neighborhoods." Walk Score measures walkability by assigning a numerical walkability score based on distance to amenities within a 30-minute walk and evaluates pedestrian friendliness by analyzing population density and road metrics, including block length and intersection density.

[57] *Office of The State Treasurer (STO). 2021. https://www.treasurer.ca.gov/ctcac/opportunity/2020-tcac-hcd-methodology.pdf*

1.2.9 Community Engagement and Outreach

As part of the Housing Element Update, the City implemented a community engagement program, soliciting input from the general public, housing stakeholders, and City decision makers. Results and feedback obtained during the community engagement program have been incorporated into the Housing Element, including this section on affirmatively furthering fair housing practices. Please see Chapter 1 for more details on the City's outreach efforts.

2. Summary of Fair Housing Issues

This summary guides the prioritization of contributing factors to fair housing issues and the creation of goals and actions to address these issues. Fair housing issues are conditions that restrict fair housing choice or access to opportunity in the geographic area of interest. Fair housing choice means realistic housing opportunities exist, can be accessed without discrimination towards protected characteristics such as race, color, religion, sex, disability, etc., and are informed with adequate information regarding options.

2.1 Regional Trends

Impediments to fair housing within Napa County, and the Bay Area as a whole, include the following:

- Residential segregation between White residents and non-White residents has increased in the last decade.
- Areas with higher percentages of non-White residents generally have less access to proficient schools, jobs, and cleaner air and water.
- Median rental prices rose an approximately $483 (unadjusted for inflation) since 2009, from $1,087 to $1,570, an increase of 44.4 percent in a 10-year period.
- The average home value increased from approximately $319,926 to $768,414 in less than 20 years, from 2001 to 2020 (unadjusted for inflation).
- Housing Choice Voucher holders and those with disabilities often find it difficult to find an appropriate housing unit based on locating a unit of appropriate size and/or cost.
- Disability, race, and familial status are the most common bases of housing discrimination complaints forwarded to the California Department of Fair Employment and Housing and the Office of Fair Housing and Equal Opportunity.

2.2 Local Trends

Contributing factors identified as impediments to fair housing in St. Helena are discussed in detail below and include descriptions of how each impediment is addressed in this Housing Element.

2.2.1 Concentrations of Lower- and Moderate-Income Earning Populations

HUD defines a Lower and Moderate Income (LMI) area as a census tract or block group where over 51 percent of the population earn an income that is considered lower or moderate relative to the area median income. In St. Helena, residents with low and moderate household incomes are concentrated in the eastern portion of the city. The Housing Element ensures available land to accommodate all income levels on sites located across the city. Efforts to combat this impediment are outlined in Programs H-A, H-B, H-N, H-O, H-R, H-U, H-V, H-W and H-OO, which focus on maintaining an inventory of sites suitable for residential development and prioritize and incentivize housing development for lower- and moderate-income residents in the western portion of the city.

2.2.2 Insufficient Housing Stock for Farmworkers

Farmworker housing is a critical need in Napa County and St. Helena due to the presence of year-round agricultural production. The migratory and sometimes seasonal nature of farm workers pose housing challenges for a community and are seen as an impediment for St. Helena as the City tries to house its entire population. Efforts to combat this impediment are outlined in Programs H-E, H-H, H-I, and H-KK, which work to support regional and City farmworker housing efforts, including creating incentives and fast-tracking development for workforce/farmworker housing.

2.2.3 Lack of Affordable Housing Types

There is a lack of diversity in housing types that restricts development of affordable housing in St. Helena. Local land use and zoning regulations perpetuate this deficiency by limiting the form of housing that can be developed on a particular site. Much of the residentially zoned parcels within the city are zoned low and moderate density residential and are not compatible with the construction of duplexes, triplexes, quadplexes and multifamily housing developments. The City is upzoning a number of parcels as a part of the Housing Element Update to allow higher density residential development. Efforts to combat this impediment are outlined in Programs H-A, H-B, H-E, H-H, H-I, H-J, H-M, H-N, H-P, H-Q, H-V, H-X, H-AA, H-DD, H-EE, H-FF, H-GG, H-LL, H-NN, and H-OO, which focus on maintaining an inventory of sites suitable for residential development, updating municipal code for developing workforce/farmworker housing, ADUs, housing for disabled and homeless persons, and non-traditional housing types, increasing development density, and fast-tracking housing development.

2.3 Enforcement and Outreach Capacity

Fair housing enforcement and outreach capacity is the ability of a local jurisdiction and fair housing agencies to distribute fair housing and tenants' rights information to their community. Enforcement and outreach capacity also includes the ability to address compliance with fair housing laws, such as investigating complaints, resolving issues, and conducting fair housing testing.

2.3.1 Regional Resources

Several organizations in Napa County provide aid for fair housing issues and outreach. Table 2 shows organizations and agencies that collaborate with local governments, including St. Helena to address housing and community needs and provide the following services:

- Housing Need Assessment
- Homelessness Needs
- Market Analysis
- Fair housing testing and complaints
- Fair housing counseling and education
- Tenant/landlord counseling and mediation
- Homeless prevention program
- Rental assistance program
- Rent/deposit grant program
- Home seeking services
- Shared housing counseling placement
- Homebuyers' education learning program

Table 2 Fair Housing Organizations Active in Napa County

Organization	URL	Phone Number
Abode Services	https://www.abodeservices.org/napa-county	(510) 657-7409
Bay Area Legal Aid (BALA)	https://baylegal.org/	(800) 551-554
CA Department of Fair Employment and Housing	https://www.dfeh.ca.gov/	(800) 884-1684
EAH Housing	https://www.eahhousing.org/	
Fair Housing Advocates of Northern California (FHANC)	https://www.fairhousingnorcal.org/	(415) 457-5025
Fair Housing Napa Valley (FHNV)	https://napafairhousing.org/	(707) 224-9720
Napa Continuum of Care	https://homelessnapa.com/	
Napa County Housing and Homeless Services Division	https://www.countyofnapa.org/272/Homeless-Services	(707) 271-7818
Napa Valley Community Housing	https://nvch.org/	(707) 253-6140
North Bay Housing Coalition	https://www.northbayhousingcoalition.org/	(707) 289-7000

Source: City of Napa AI, 2020; Napa Sonoma Collaborative Fair Housing Enforcement, Outreach Capacity and Resources, 2022

2.3.2 Local Resources

The City of St. Helena contracts with the non-profit organization Fair Housing Napa Valley (FHNV), a regional non-profit fair housing agency, to assist residents with fair housing counseling services, connections to rental assistance and homelessness prevention programs, and to conduct fair housing testing. FHNV assists residents and landlords throughout the city, providing mediation, investigation, and referral services. In addition to the fair housing services provided by active organizations, the Napa County Housing Authority administers the Housing Choice Voucher program for St. Helena and other jurisdictions in the county.

The City complies with existing fair housing laws and regulations. The City does not place more scrutiny or deny projects or individuals of their right to tenancy, residence, or entitlement based on memberships of protected class, in compliance with Government Code section 65008. Implementation of the 6th Cycle Housing Element would bring the City's adopted regulations and policies into compliance with other fair housing regulations such as Program H-F which would bring density bonus provisions into compliance and allow for greater incentives for affordable housing. The City is also proposing updates to their existing Inclusionary Ordinance to promote more housing choices for residents.

2.3.2.1 Ability to Address Complaints

The Department of Justice's Civil Rights Division initiated fair housing testing in 1991. This is a technique used to uncover evidence of discrimination in rental housing. Fair housing testing involves one or more individuals who pose as prospective renters for the purpose of determining whether a landlord is complying with local, State, and federal fair housing laws. Enforcement actions may be taken when investigations yield evidence of a pattern or practice of illegal housing discrimination. Testing may be initiated following the filing of a specific housing discrimination complaint or, as is the case when testing for disability discrimination, as part of an overall effort to determine whether the design or architectural features of a specific rental facility comply with state and federal accessibility requirements. In Napa County, fair housing testing is used to identify unlawful housing discrimination practices based on the real or perceived race, ethnicity, color, religion, gender identity or expression, national origin, disability, familial status, marital status, age, ancestry, sexual orientation, and source of income of prospective renters. Fair Housing Napa Valley conducts fair housing testing of rental properties to assess how well rental properties are conforming to fair housing laws, assists residents in filing fair housing complaints, provides education and technical assistance to housing providers, and provide conciliation services for tenants and landlords.

The Department of Fair Employment and Housing (DFEH) maintains a record of housing discrimination complaints filed in local jurisdictions. From 2015 - 2019, 256 fair housing complaints originating in Napa County were filed with DFEH. Overall, disability-related discrimination comprised the largest proportion of cases (56 percent). The next highest basis for discrimination were race and familiar status, comprising nearly 8 percent each. According to the HCD AFFH Data Viewer, no fair housing inquiries for the City of St. Helena were received between 2013 and 2021. Fair housing inquiries are comments or questions related to fair housing received by HUD's Office of Fair Housing and Equal Opportunity (FHEO), not formal

discrimination complaints. The lack of inquiries is low for the region, as seen when compared to the cities of Santa Rosa (received 61), Sonoma (received 8), and Napa (received 33).

2.3.3 Findings, Lawsuits, and Enforcement Actions

There are currently no active fair housing lawsuits or enforcement actions in the city. However, historically, low-income and minority populations have struggled to procure affordable housing opportunities in the city. In addition, residents have challenged the City for not doing enough to combat housing segregation issues between the western and eastern portions of the city.

In 2013, the City of St. Helena signed a settlement agreement with Esvin Calderon as well as other residents and fair housing providers who had filed a lawsuit against the City on the basis that the City "promoted or maintained policies, practices, or actions that had the purpose of effect of displacing or excluding Latino residents and low-income residents from the City". According to the settlement the City would comply with a list of requirements that would promote the development of affordable housing units in the city, including depositing $500,000 to the City's Affordable Housing Trust Fund and amending the St. Helena Municipal Code to support and prioritize affordable housing development, and to host fair housing workshops in collaboration with Napa Valley Fair Housing.

In 2016, St. Helena Residents For An Equitable General Plan, the McCorkle East Side Neighborhood Group, and the Protect the St. Helena Vineyard Riverwalk Community Group filed a claim with the City citing that the city is "a segregated city, with an affluent White west and diverse east side where most Hispanics, seniors, and members of other protected groups live largely in a concentrated area near the Napa River."

The City is in the process of adopting a new Zoning Ordinance to be consistent with the 2040 General Plan, which would permit duplexes and triplexes within the MR District (see Program H-N). This would create additional housing choices and affordability levels in the MR Districts on the western side of the city. In addition, several programs, including H-BB, H-EE, and H-XX would implement placemaking strategies to outreach and work with the more diverse and older populations living in the east due to the historic development patterns.

3. Segregation and Integration Patterns and Trends

To inform priorities, policies, and actions, the housing element must include an analysis of integration and segregation, including patterns and trends. Integration generally means a condition in which there is not a high concentration of persons of a particular race, color, religion, sex, familial status, national origin, or having a disability or a particular type of disability in a specific geographic area. Segregation generally means the opposite condition, in which there is a high concentration of the characteristics described above in a specific geographic area. To adequately assess the patterns of integration and segregation, this section identifies trends at the regional scale (Napa County) and at the local scale (St. Helena).

3.1 Race and Ethnicity

The ethnic and racial composition of a community relates to other housing characteristics including household size, locational preference, and economic opportunity. Additionally, race/ethnicity is a known contributor to unfair housing practices. Historical patterns of racial/ethnic segregation were results of governmental policies from the federal to local level that promoted exclusionary actions and disparate treatment of people of color such as redlining, racially restrictive covenants, and mortgage lending practices. The existence of concentrations of minorities living in one location may be an indicator that some minority groups do not have as many housing choices as non-minority residents.

3.1.1 Regional Trends

Regionally, the urbanized areas of Napa County are more diverse, with a minimum of 40 percent of the population consisting of non-White residents, as demonstrated in the geographic depiction of 2014-2018 ACS data shown in Figure 1. Comparatively, populations in the less urbanized and less densely populated areas of Napa County are generally more predominantly White with populations consisting of about 60 percent or greater of White residents.

HUD utilizes the racial/ethnic dissimilarity index as a measure of segregation. The racial/ethnic dissimilarity index represents the extent of which any two racial/ethnic groups differ across a defined geographical area. The index ranges from 0-100, where 0 represents perfect integration between the two racial/ethnic groups and 100 representing perfect segregation. An index value below 40 is generally considered low segregation, a value between 40 and 54 is considered a moderate level of segregation, and a value above 55 is a high level of segregation.[58] Racial/ethnic segregation in Napa County slightly increased between 2010 and 2019. Table 3 shows racial/ethnic segregation in Napa County using the dissimilarity index using data from HUD's AFFH mapping tool. Black and Asian/Pacific Islander residents are the most segregated compared to other racial and ethnic groups. Segregation between Black and White residents and between Asian/Pacific Islander and White residents is high, since their racial dissimilarity index scores are above 55 for 2019. Segregation between Non-White and White residents and between Hispanic and White residents

[58] HUD, 2020. https://www.hud.gov/sites/dfiles/FHEO/documents/AFFH-T-Data-Documentation-AFFHT0006-July-2020.pdf

is considered low, since their racial dissimilarity index scores are below 40 for 2019. In Napa County, there has been an increase in segregation across all measured racial/ethnic groups between 2010 and 2019.

Table 3 Racial/Ethnic Dissimilarity Trends (Napa County)

Racial/Ethnic Dissimilarity Index	1990	2000	2010	2019
Non-White/White	19.58	26.18	31.24	36.84
Black/White	56.22	52.61	58.76	67.86
Hispanic/White	21.86	28.94	30.13	35.61
Asian or Pacific Islander/White	37.11	38.97	57.35	64.47

Source: Affirmatively Furthering Fair Housing Mapping Tool – Table 3, Version AFFHT0006, 2022

3.1.2 Local Trends

St. Helena is more diverse compared to rural areas of Napa County, which are predominantly White, and less diverse than the cities of Napa and American Canyon. According to 2015-2019 ACS estimates, White residents comprise the largest racial/ethnic group in St. Helena, followed by Hispanic/Latino residents. The predominant population throughout the entire city is White, as shown in Figure 3. The northwest area of the city has the highest predominance of White residents, although the southeast area of the city is predominantly White as well. The eastern areas of the city have the largest non-White populations, as shown in Figure 3.

3.2 Persons with Disabilities

Persons with disabilities include those with a physical or mental impairment including hearing, vision, mobility, cognitive function. For persons with disabilities, fair housing choice and access to opportunity include access to accessible housing and housing in the most integrated setting appropriate to an individual's needs as required under federal civil rights law, including equitably provided disability-related services that an individual needs to live in such housing. For example, persons with disabilities who are unable to use stairs or need a zero-step shower may not have actual housing choice without the presence of housing units with these accessibility features.[59]

High spatial segregation of persons with disabilities may indicate fair housing issues related to both physical needs and economic disparities. According to the *2020 Annual Report on People with Disabilities in America*, more than 25 percent of persons with disabilities (including physical, intellectual, and developmental; sensory; and other disability categories) live below the Census Bureau-designated poverty line, which is 14.5 percentage points higher than people without a disability.[60] Persons with disabilities may be more reliant than persons without disabilities on fixed incomes or access to public transit.

[59] *HCD 2021. https://www.hcd.ca.gov/community-development/affh/docs/affh_document_final_4-27-2021.pdf*
[60] *The Rehabilitation Research and Training Center on Disability Statistics and Demographics. 2020. https://disabilitycompendium.org/annualreport*

3.2.1.1 Regional Trends

According to 2015-2019 ACS estimates, a total of 16,244 Napa County residents had one or more disabilities, which represents approximately 11.8 percent of the county's total population. Figure 4 shows the percentage of the population living with one or more disabilities throughout Napa County. The western areas of the county, which includes the urban areas of the cities, have higher concentrations of persons living with one or more disabilities compared to the eastern areas of the county. The southeastern area of the City of Napa has the highest concentration of persons living with one or more disabilities in the county.

Figure 1:
Percent of Total Non-White Population (Napa County)

City Boundary
County Boundary
(R) Racial Demographics (2018) - Block Group
Percent of Total Non-White Population
≤ 20%
21 - 40%
41 - 60%
61 - 80%
> 81%

ST. HELENA
CALIFORNIA

0 3 6 Miles
N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

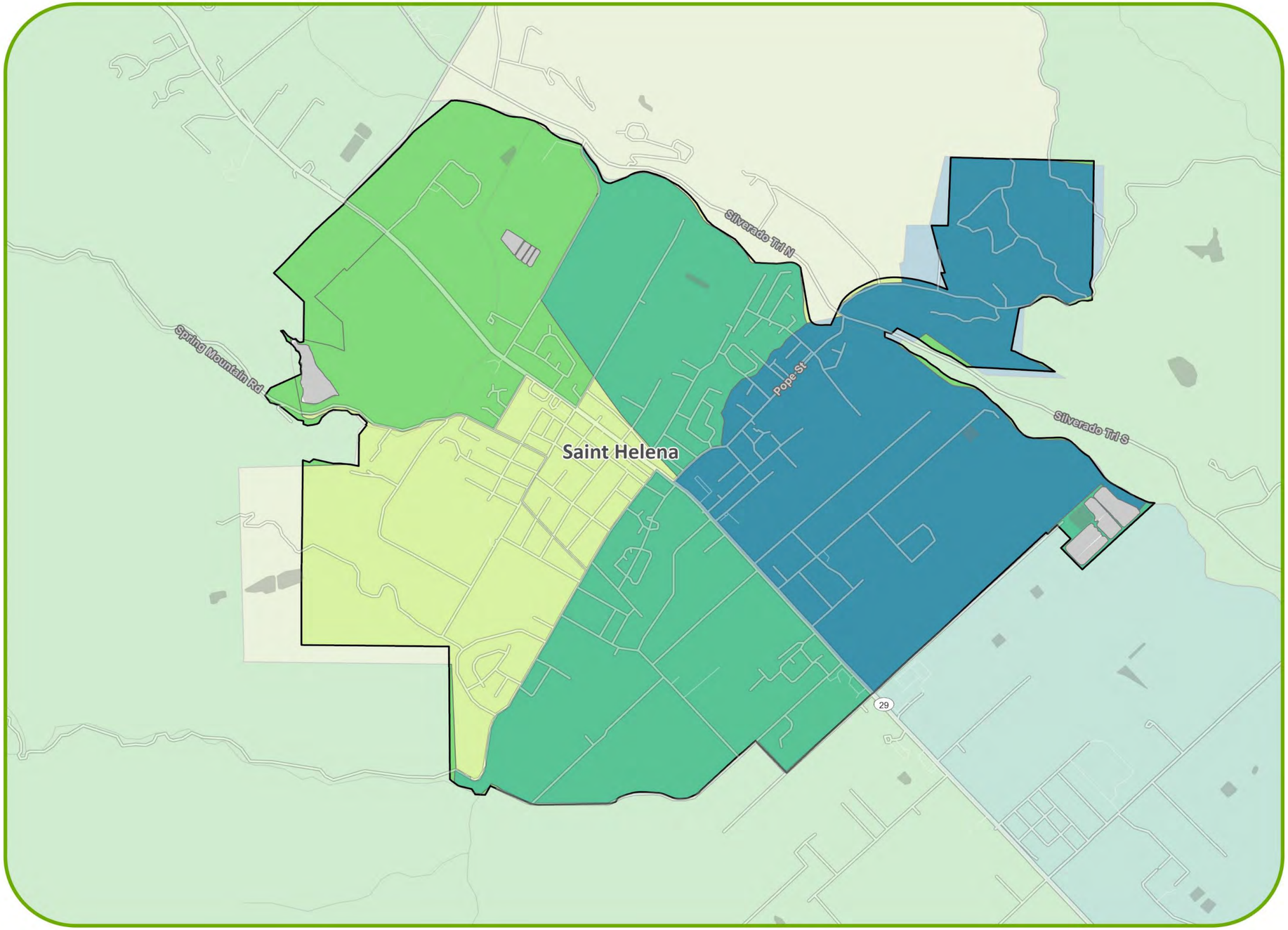


Figure 2:
Percent of Total Non-White Population (St. Helena)

City Boundary
(R) Racial Demographics (2018) - Block Group
Percent of Total Non-White Population
≤ 20%
21 - 40%
41 - 60%
61 - 80%
> 81%

ST. HELENA
CALIFORNIA

0 0.2 0.4 N
Miles

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

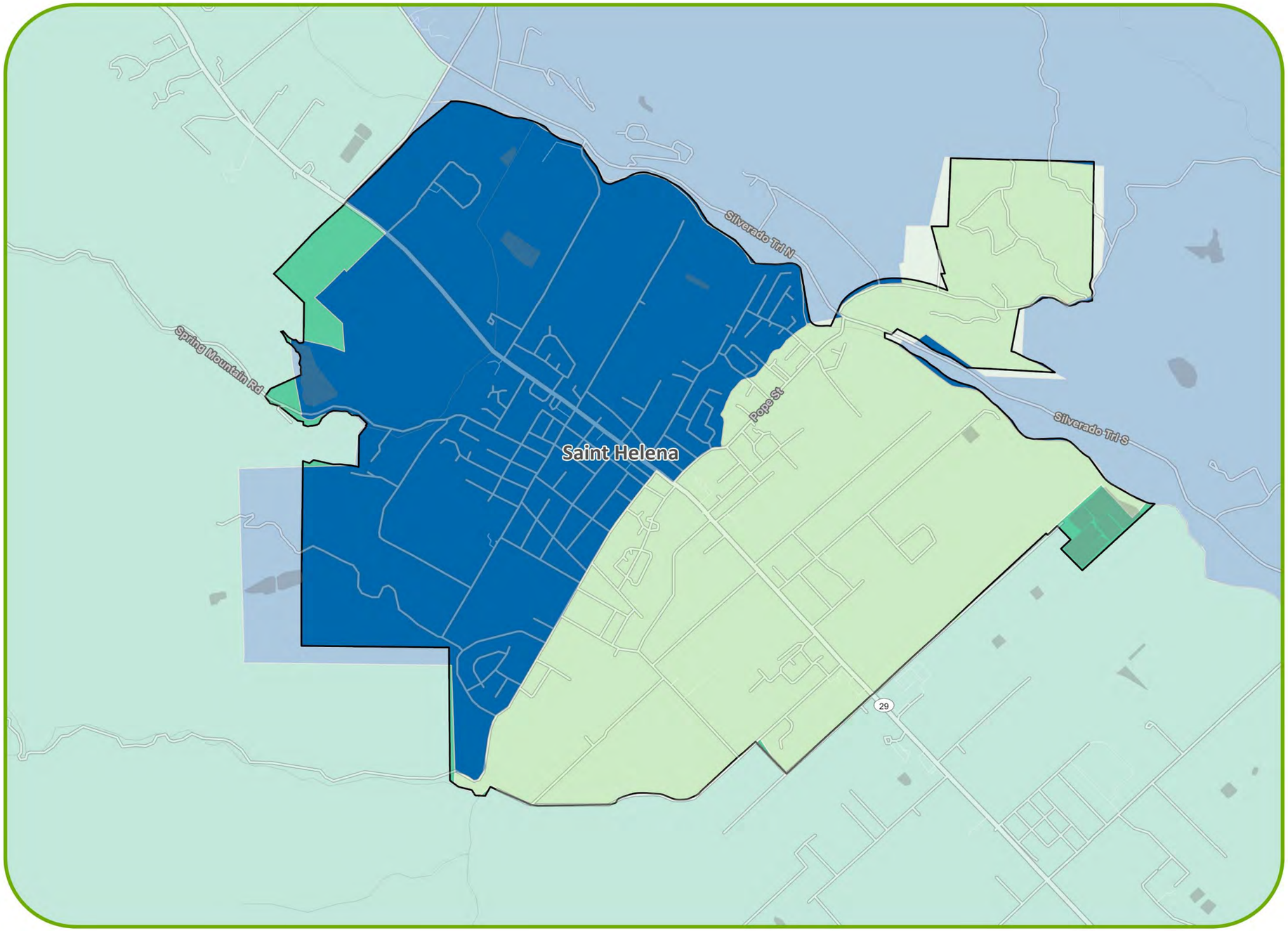


Figure 3:
Predominant Populations (St. Helena)

City Boundary

(R) Predominant Population - White Majority Tracts

Dominance Value

- Slim (gap < 10%)
- Sizeable (gap 10% – 50%)
- Predominant (gap > 50%)

(R) Predominant Population - Hispanic Majority Tracts

Dominance Value

- Slim (gap < 10%)
- Sizeable (gap 10% – 50%)
- Predominant (gap > 50%)

(R) Predominant Population - Asian Majority Tracts

Dominance Value

- Slim (gap < 10%)
- Sizeable (gap 10% – 50%)
- Predominant (gap > 50%)

(R) Predominant Population - African American Majority Tracts

Dominance Value

- Slim (gap < 10%)
- Sizeable (gap 10% – 50%)
- Predominant (gap > 50%)

(R) Predominant Population - Native American Majority Tracts

Dominance Value

- Slim (gap < 10%)
- Sizeable (gap 10% – 50%)
- Predominant (gap > 50%)

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

Figure 4 Percent of Population with a Disability (Napa County)

Source: AFFH Viewer, 2022

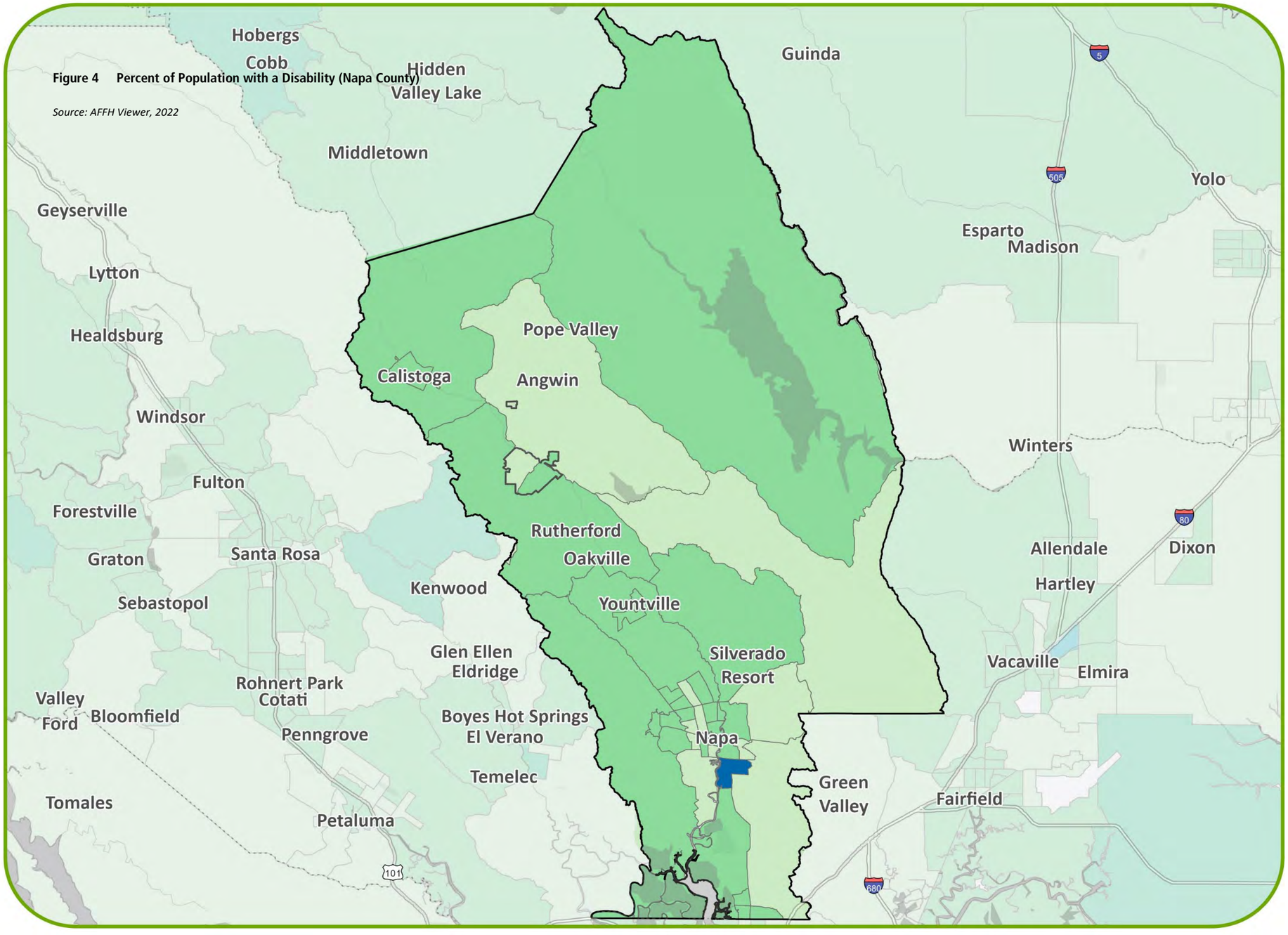


Figure 4: Percent of Population with a Disability (Napa County)

City Boundary
County Boundary
(R) Population with a Disability (ACS, 2015 - 2019) - Tract
Percent of Population with a Disability
< 10%
10% - 20%
20% - 30%
30% - 40%
> 40%

ST. HELENA CALIFORNIA

0 3 6 Miles N

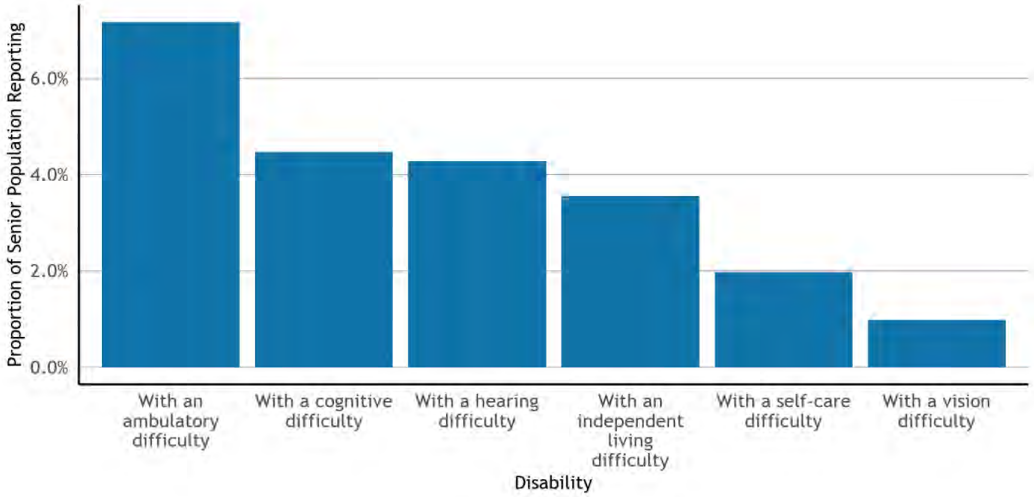
County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

3.2.2 Local Trends

The 2015-2019 ACS estimated a total of 726 residents in St. Helena were living with one or more disabilities, which is approximately 11.9 percent of the total population. Of the 726 individuals living with a one or more disabilities, 466 (64.2 percent) are age 65 or older. The most common type of disability in St. Helena is ambulatory difficulty, defined as those who have serious difficulty walking or climbing stairs, as shown in

Figure 5. Persons with ambulatory disability have specific housing needs and may require housing that is wheelchair accessible or lacks stairs or steps.

Figure 5 Disability by Type (St. Helena)



Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B18102, Table B18103, Table B18104, Table B18105, Table B18106, Table B18107.

Figure 6 highlights the percentage of the population living with one or more disabilities in the city by census tract. The southeastern parts of the city, east of Spring Street and Pope Street, have higher concentrations of residents with one or more disabilities (between 10 and 20 percent living with at least one disability).

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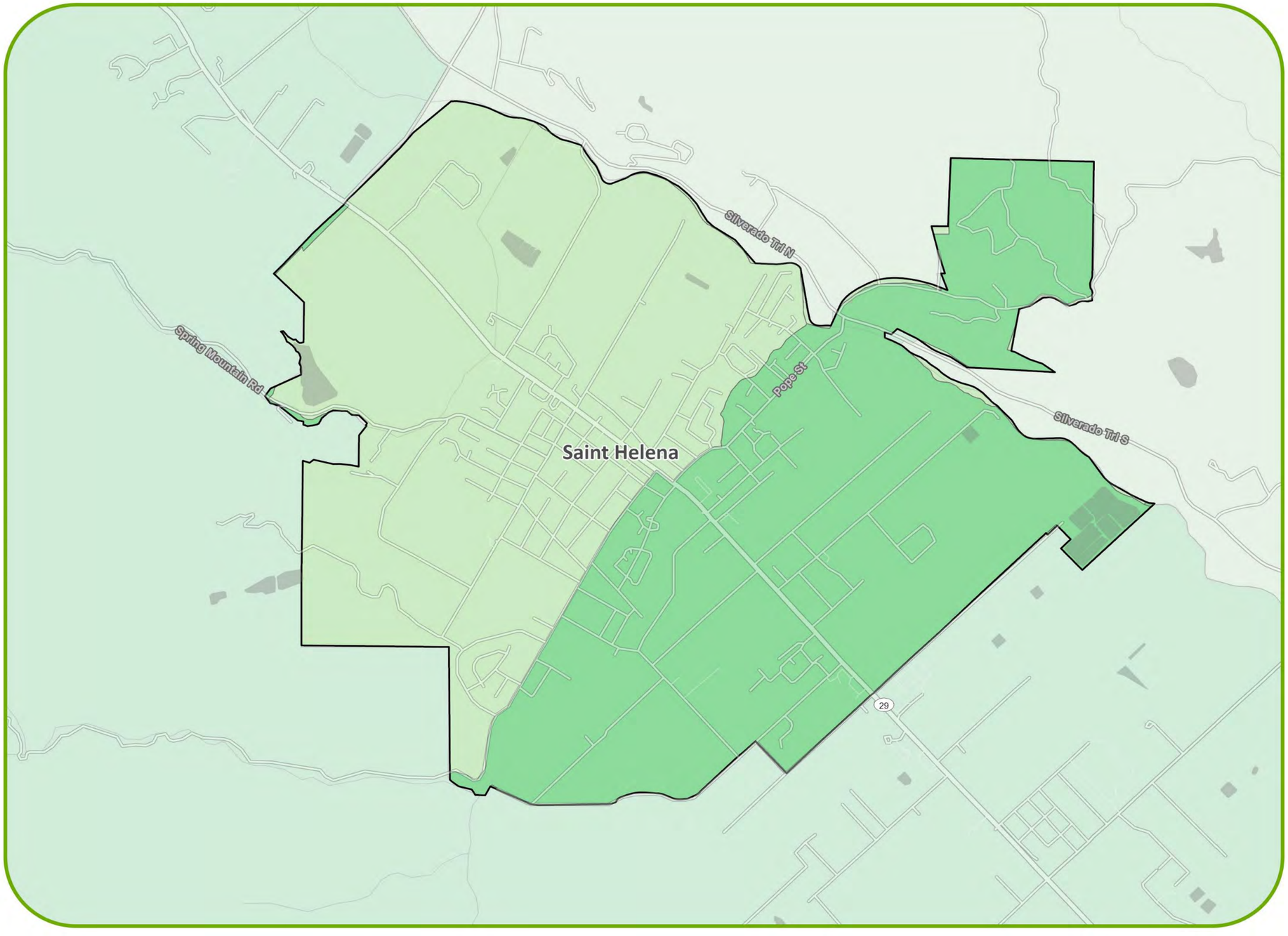

Figure 6: Percentage of Population with One or More Disabilities (St. Helena)

City Boundary
(R) Population with a Disability (ACS, 2015 - 2019) - Tract
Percent of Population with a Disability
< 10%
10% - 20%
20% - 30%
30% - 40%
> 40%

ST. HELENA CALIFORNIA

0 0.2 0.4 N
Miles

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

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3.3 Familial Status

Familial status refers to families with children under the age of 18, including those with legal custody of a child, pregnant persons, and those in the process of adopting or gaining legal custody. Families with children may face housing discrimination by landlords, including being denied housing due to the presence of children or being subject to special restrictions or fees. Differential treatments such as limiting the number of children in a complex or confining children to a specific location or unit are also fair housing concerns. In a 2016 housing discrimination study, researchers found that compared to households without children, households with children were shown slightly fewer units and were commonly told about units that were slightly larger, and as a result, slightly more expensive to rent.[61] Additionally, female-headed households with children require special consideration and assistance because of generally greater needs for affordable housing and accessible day care, health care, and other supportive services.

3.3.1 Regional Trends

Most households in Napa County are family households, comprising approximately 68 percent of the total 48,705 households in the county. Households with children present comprise 28.1 percent (13,699 households) of the total households or 41.4 percent of all family households in the county. Married couples without children represent 46.9 percent of family households. The majority of family households with children are married couple households with fewer numbers of female and male single parent households. Single-parent households are more often at risk for housing issues because they rely on a single income and may require access to affordable childcare. Table 4 shows a breakdown of household type by tenure (owned versus rented) and presence of children in Napa County. Single-parent households are more likely to rent than own, especially female, single-parent households. There are 1,008 single-parent households that own and 2,323 single-parent households that rent in Napa County.

Table 4 Household Type and Tenure (Napa County)

Household Type	Owner-Occupied	Percent of Total Owner-Occupied	Renter-Occupied	Percent of Total Renter-Occupied
Married Couple Family, with Children Present	6,257	20.0%	4,036	23.2%
Single-Parent, Male Householder, no Spouse Present	383	1.2%	577	3.3%
Single Parent, Female Householder, No Spouse Present	700	2.2%	1,746	10.0%
Total Households with Children Present	7,340	23.5%	6,359	36.5%
Total Households	31,276	100%	17,429	100%

Source: U.S. Bureau of the Census, American Community Survey (ACS), Table B25115 Tenure by Household Type (Including Living Alone) and Age of Householder, 2015-2019 Estimates.

[61] *HUD. 2016. https://www.huduser.gov/portal/sites/default/files/pdf/HDSFamiliesFinalReport.pdf.*

Figure 7 shows the percentage of children in married couple households in Napa County. The less urban areas of the county have higher concentrations of children residing in married couple households while the urban areas have a lower percentage of children residing in married couple households. In most areas of the county the majority of children live in married couple households, however the northern half of the county generally has a higher percentage of children living in married couple households compared to the southern half.

Figure 8 shows the estimated percentage of children in households with a female head of household with no spouse or partner. Urban areas of the county, especially areas of the City of Napa and Town of Yountville, have higher concentrations of children in female single-parent households with between 20 and 40 percent of family households headed by a single parent female. The southern area of the City of Napa has the highest concentration of children in households with a female head of household with no spouse or partner, with between 40 and 60 percent of families headed by a single parent female. Less urban areas of the county, outside of incorporated cities, have less than 20 percent of families headed by a single female.

Figure 9 shows the percentage of adults living with a spouse or partner in Napa County. In most areas of the county 40 to 60 percent of adults are living with a spouse/partner. In areas in the southeast portion of the county, and on the west side of the City of Napa, there is a higher concentration of adults living with a spouse/partner, consisting of approximately 60 to 80 percent of adults.

Figure 10 shows the percentage of adults living alone, with less than 20 percent adults living alone in most areas in Napa County. In several of the more urban areas, specifically portions of the City of Napa, Yountville, and St. Helena, there is a higher concentration of adults living alone (greater than 20 percent).

3.3.2 Local Trends

Approximately 58 percent of the total 2,702 households in St. Helena are family households, as shown in Table 5. The majority of families are married couple families with more renters than homeowners. However, more single-parent households own their home than rent. Table 6 shows the breakdown of families with children by tenure and household type.

Non-family households are the second most common household type; a total of 42 percent of households fall into this category. These are primarily individuals living alone. Female single parent families make up about 10 percent of both owner-occupied units and rented units. Compared to the entire county, St. Helena has a greater percentage of non-family households, especially those living alone.

Table 5 Household Type and Tenure (St. Helena)

Household Type	Owner-Occupied	Percent of Total Owner-Occupied	Renter-Occupied	Percent of Total Renter-Occupied
Family Households	920	58	586	53
Married couple family	735	46	408	37
Male householder, no spouse present	29	2	63	6
Female householder, no spouse present	156	10	115	10
Non-family households	670	42	526	47
Living Alone	644	41	395	36
Not Living Alone	26	2	131	12
Total Households	1,590		1,112	

Source: U.S. Bureau of the Census, American Community Survey (ACS), Table S2501 Occupancy Characteristics, 2015-2019 Estimates.

Table 6 Tenure by Household Type and Presence of Children (St. Helena)

Household Type	Owner-Occupied	Percent of Total Owner-Occupied	Renter-Occupied	Percent of Total Renter-Occupied
Married Couple Family, with Children Present	164	10.3%	230	20.7%
Single-Parent, Male Householder, no Spouse Present	17	1.1%	11	0.1%
Single Parent, Female Householder, No Spouse Present	114	7.2%	50	4.5%
Total Households with Children Present	295	18.6%	291	26.2%
Total Households	1,590	100%	1,112	100%

Source: U.S. Bureau of the Census, American Community Survey (ACS), Table B25115 Tenure by Household Type (Including Living Alone) and Age of Householder, 2015-2019 Estimates.

The majority of children in St. Helena live in married couple households; however, this percentage is less than in rural areas of Napa County. Figure 11 shows the percentage of children in married couple households in St. Helena is between 60 and 80 percent, while more than 80 percent of children in the surrounding rural areas live in married couple households.

Figure 12 shows the percentage of children in female single-parent households in St. Helena. In the northwest areas of St. Helena, 20 to 40 percent of children live in female single-parent households. In the southeast areas of the city less than 20 percent of children live in female single-parent households.

Figure 13 provides estimates regarding the percent of the adult population living with a spouse in St. Helena. Throughout the city, 40 to 60 percent of adults are living with a spouse. Figure 14 shows the

percentage of the adult population living alone in St. Helena. In the western half of the city, 20 to 40 percent of adults live alone while in the eastern half of the city less than 20 percent of adults live alone.

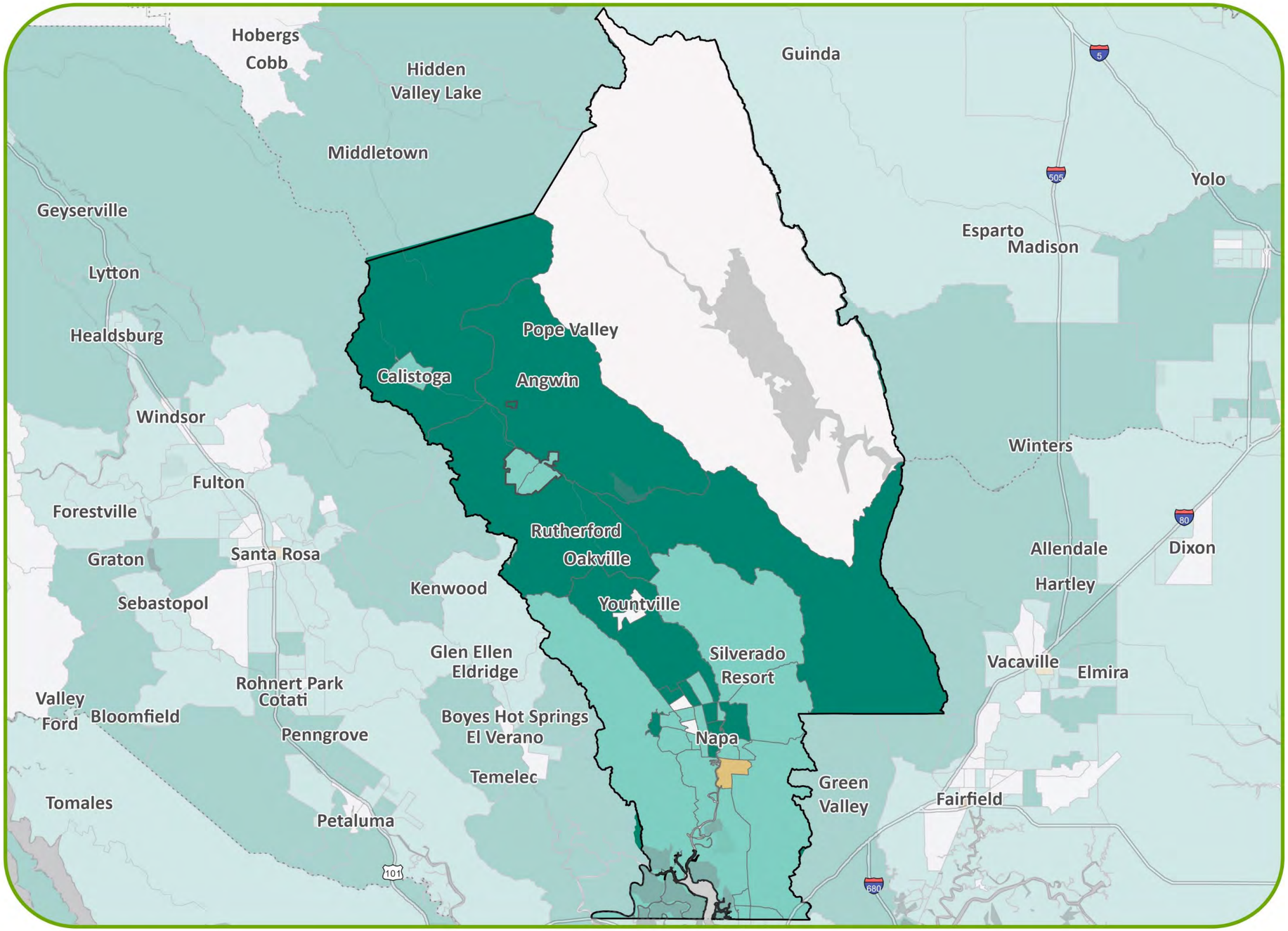

Figure 7: Children in Married-Couple Households (Napa County)

City Boundary
County Boundary
(R) Percent of Children in Married - Couple Households (ACS, 2015-2019) - Tract
Percent of Children in Married-Couple Households
< 20%
20% - 40%
40% - 60%
60% - 80%
> 80%

ST. HELENA CALIFORNIA

0 3 6
Miles
N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

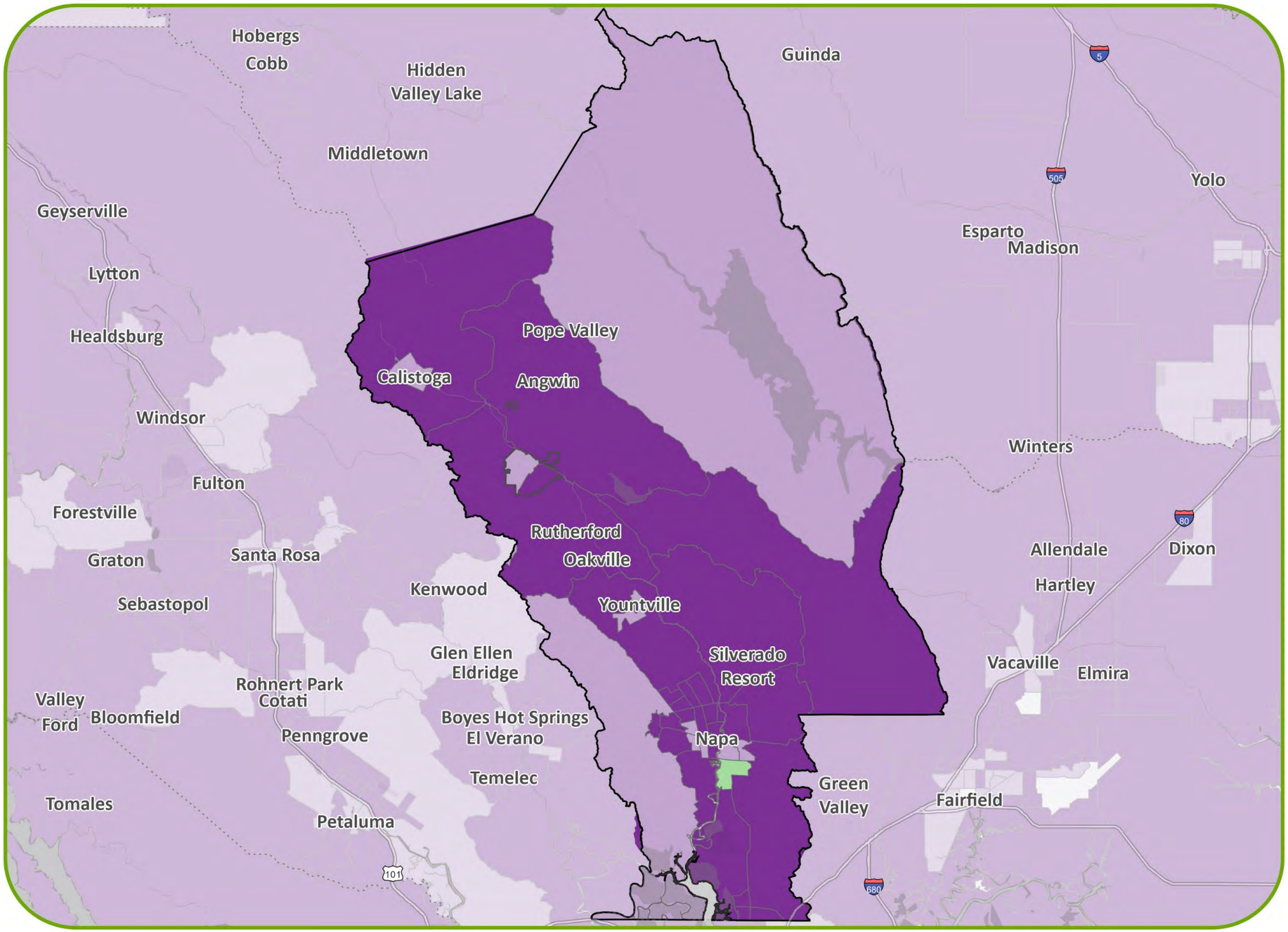

Figure 8: Female Headed Households with Children, No Spouse/Partner Present

City Boundary

County Boundary

(R) Percent of Children in Female Householder, No Spouse/Partner Present Households (ACS, 2015-2019) - Tract

Percent of Children in Female Householder, No Spouse/ Partner Present Households

- ≤ 20%
- 20% - 40%
- 40% - 60%
- 60% - 80%
- > 80%

ST. HELENA CALIFORNIA

0 3 6 Miles

N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

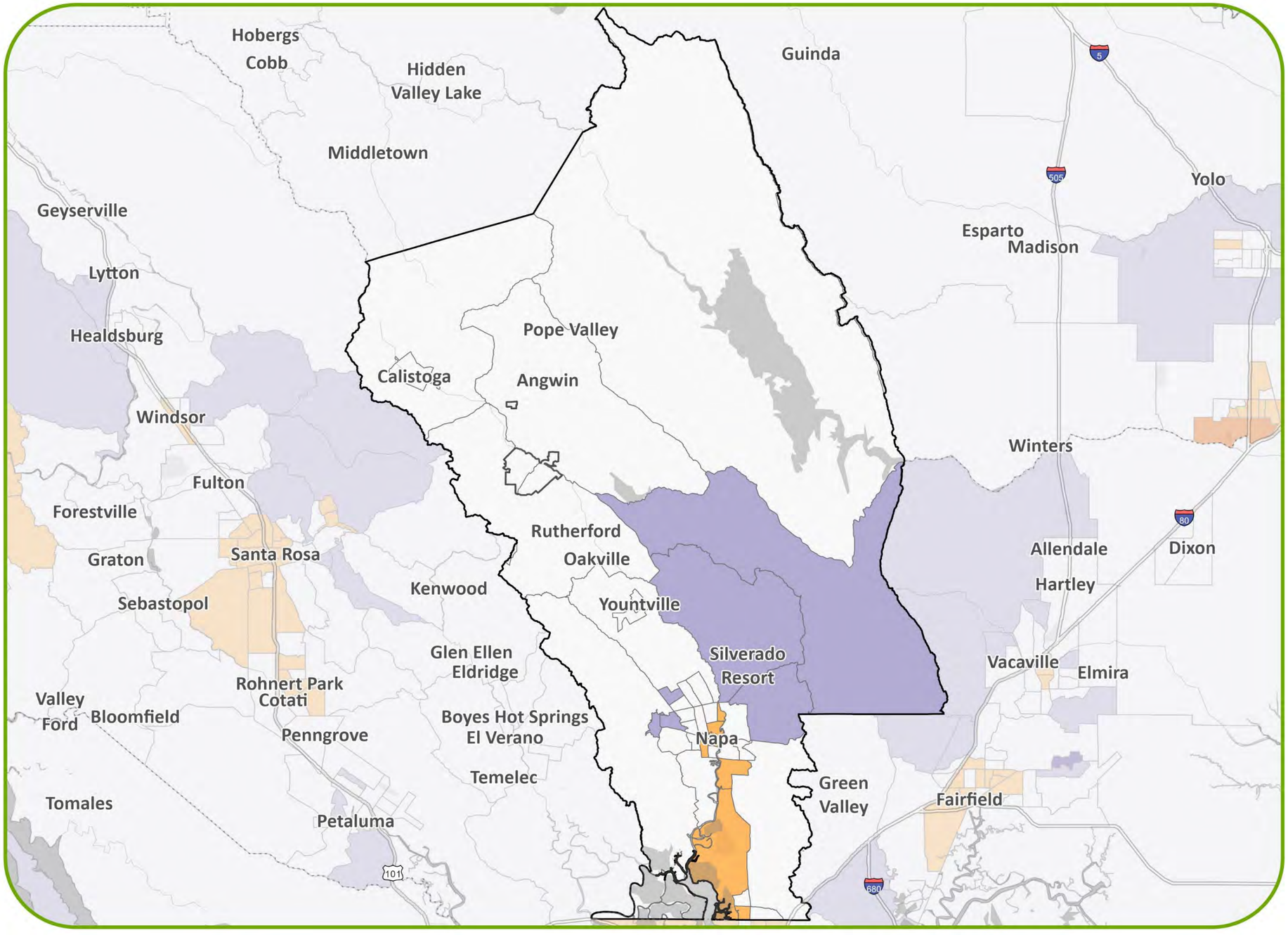

Figure 9: Population of Adults Living with Spouse/ Partner (Napa County)

City Boundary
County Boundary
(R) Percent of Population 18 Years and Over in Households Living with Spouse (ACS, 2015-2019) - Tract
Percent of Population 18 Years and Over in Households Living with Spouse
< 20%
20% - 40%
40% - 60%
60% - 80%
> 80%

ST. HELENA CALIFORNIA

0 3 6 N
Miles

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

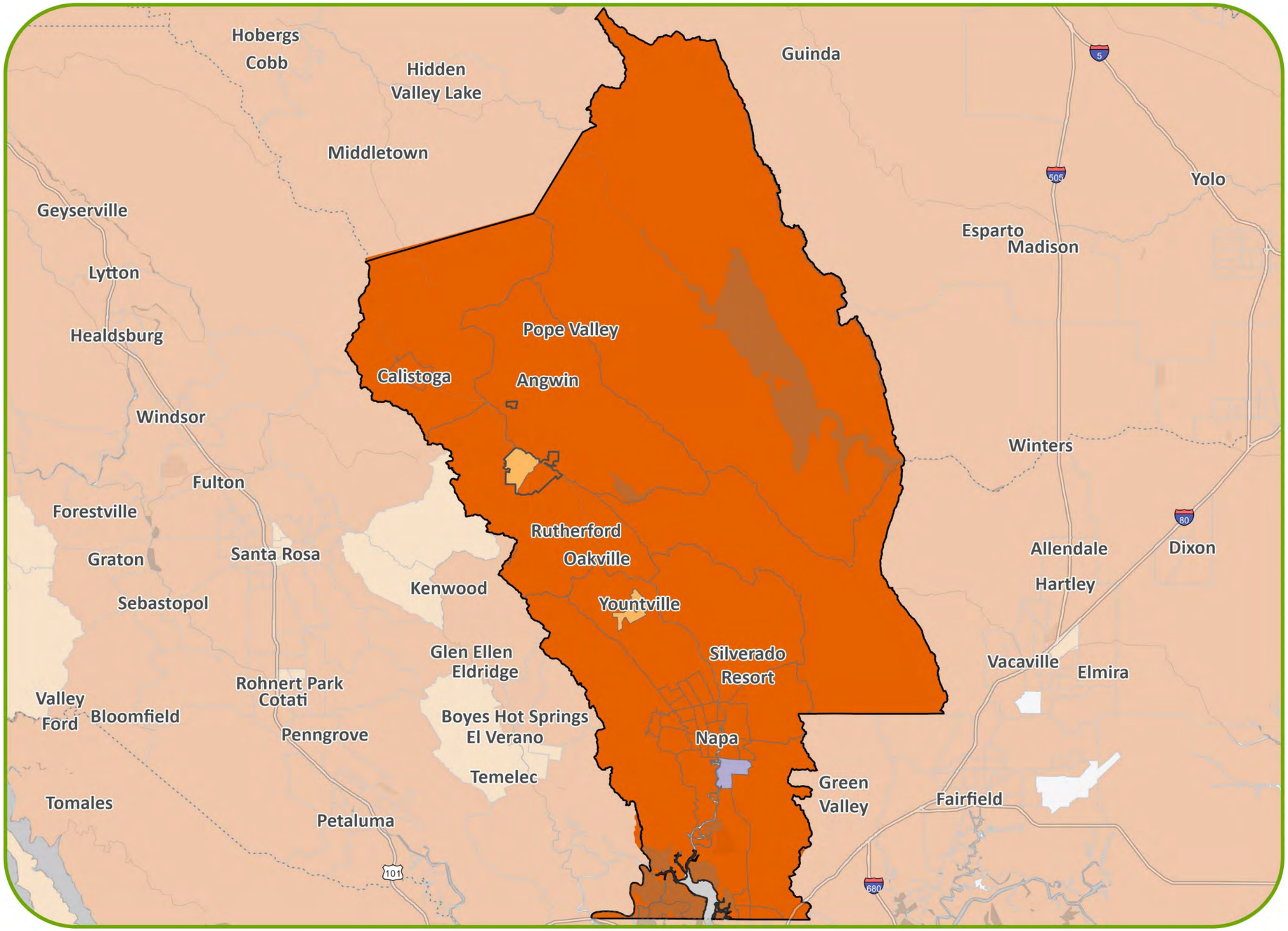

Figure 10: Population of Adults Living Alone (Napa County)

City Boundary

County Boundary

(R) Percent of Population 18 Years and Over in Households Living Alone (ACS, 2015-2019) - Tract

Percent of Population 18 Years and Over in Households Living Alone

- < 20%
- 20% - 40%
- 40% - 60%
- 60% - 80%
- > 80%

ST. HELENA CALIFORNIA

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Miles

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

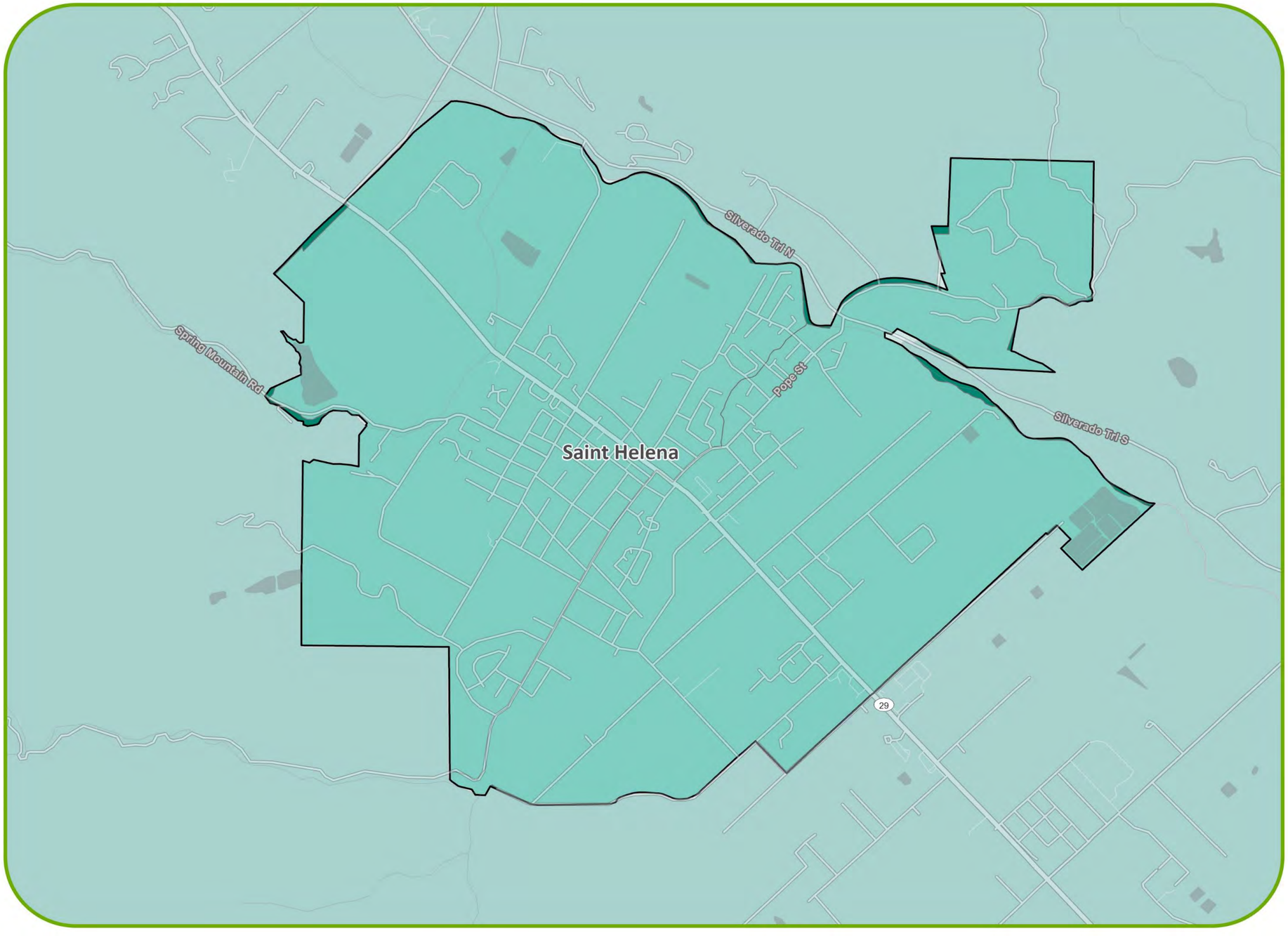


Figure 11: Children in Married-Couple Households (St. Helena)

City Boundary
(R) Percent of Children in Married - Couple Households (ACS, 2015-2019) - Tract
Percent of Children in Married-Couple Households
< 20%
20% - 40%
40% - 60%
60% - 80%
> 80%

ST. HELENA CALIFORNIA

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

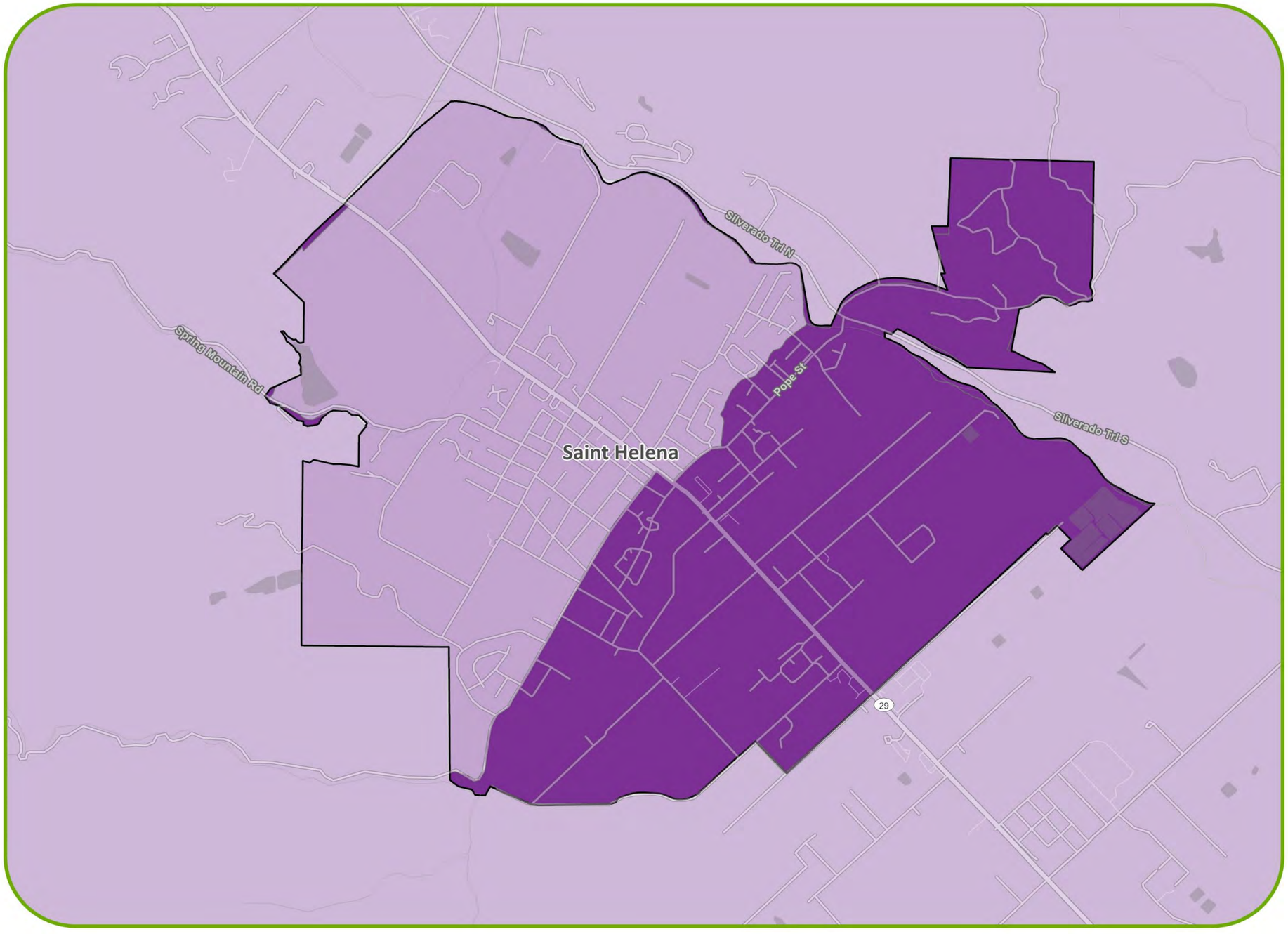


Figure 12: Female Headed Households with Children, No Spouse/ Partner Present (St. Helena)

City Boundary

(R) Percent of Children in Female Householder, No Spouse/Partner Present Households (ACS, 2015-2019) - Tract

Percent of Children in Female Householder, No Spouse/ Partner Present Households

- ≤ 20%
- 20% - 40%
- 40% - 60%
- 60% - 80%
- > 80%

ST. HELENA CALIFORNIA

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

Figure 13: Population of Adults Living with Spouse/Partner (St. Helena)

City Boundary

(R) Percent of Population 18 Years and Over in Households Living with Spouse (ACS, 2015-2019) - Tract

Percent of Population 18 Years and Over in Households Living with Spouse

- < 20%
- 20% - 40%
- 40% - 60%
- 60% - 80%
- > 80%

ST. HELENA CALIFORNIA

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

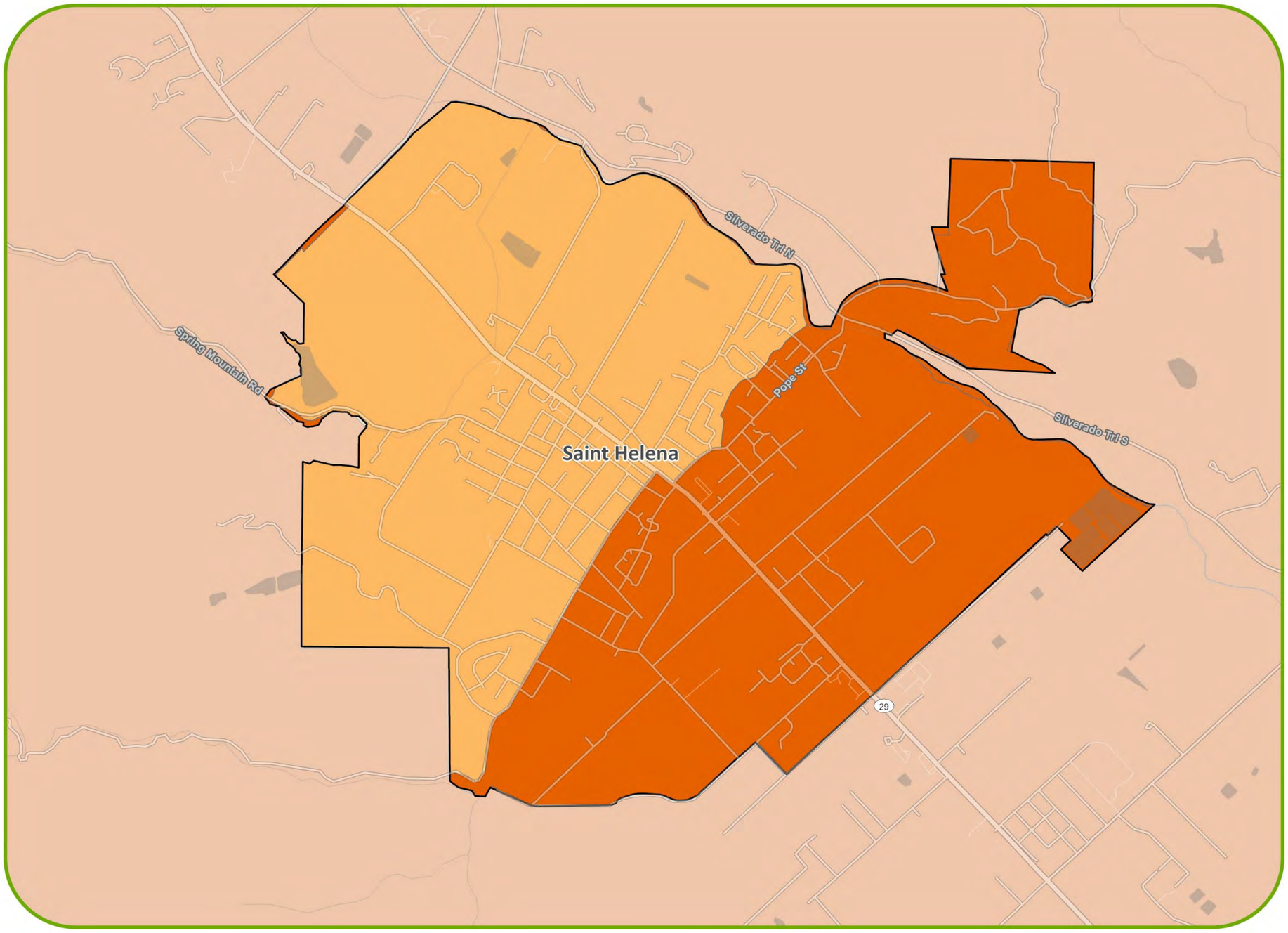


Figure 14: Population of Adults Living Alone (St. Helena)

City Boundary

(R) Percent of Population 18 Years and Over in Households Living Alone (ACS, 2015-2019) - Tract

Percent of Population 18 Years and Over in Households Living Alone

- < 20%
- 20% - 40%
- 40% - 60%
- 60% - 80%
- > 80%

ST. HELENA CALIFORNIA

0 0.2 0.4 Miles

N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

Overall, the northwest portion of the city has a higher proportion of children living in female single-parent households and a higher proportion of adults living alone compared to the southeast portion of the city. The percentages of children living in married couple households and adults living with a spouse/partner are high throughout the city.

3.4 Household Income

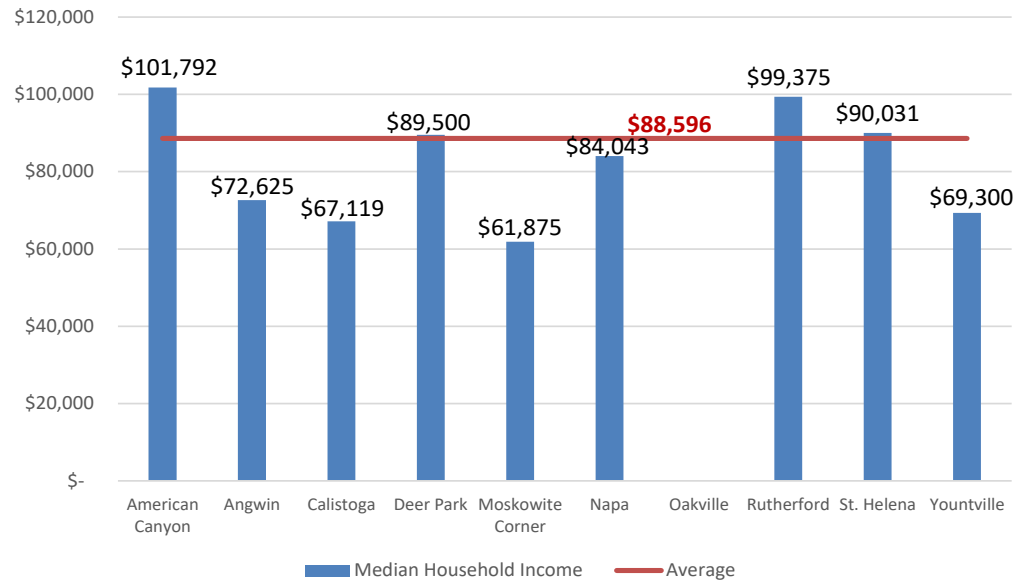
Household income is directly related to the ability to afford housing. Higher income households are more likely to own rather than rent housing. However, as household income decreases, households tend to pay a disproportionate amount of their income for housing and the number of persons occupying unsound and overcrowded housing increases. To achieve fair housing objectives, people in low-income households must have actual choice in housing opportunities – that is, they are able to locate units that are affordable and well maintained in all parts of a jurisdiction and region.

Identifying low or moderate income (LMI) geographies and individuals is important to overcome patterns of segregation. HUD defines a LMI area as a Census tract or block group where over 51 percent of the population is LMI (based on HUD income definition of up to 80 percent of the area median income).

3.4.1 Regional Trends

The median household income of Napa County is $88,596. LMI areas are concentrated in the more urbanized areas of the county, including the City of Napa, St. Helena, and Calistoga. Rural areas of the county tend to have higher income households. Figure 15 shows the median household income for cities within Napa County.

Figure 15 Median Household Income (2015-2019)



Source: Bureau of the Census, American Community Survey American Community Survey, 2015-2019.

Figure 16 shows median household income by block group using 2015-2019 ACS estimates. Block groups with the lowest median income are the eastern area of St. Helena, the area south of Yountville, and areas within the City of Napa.

LMI populations by census tract for Napa County are displayed in Figure 17. Census tracts within Cities of Napa, St. Helena, and Calistoga have the highest percentages of populations with low to moderate income. These areas are the same areas with the highest percentages of non-White population.

3.4.2 Local Trends

Household incomes in St. Helena tend to be higher than the region as a whole, with a median income of $90,031 compared to the median household income of Napa County ($88,596). St. Helena has a higher median income than many of the surrounding cities, including the cities of Napa, Yountville, and Calistoga, as shown in Figure 15.

Figure 18 provides an overview of median household income by block group in the city. The census blocks with the lowest median income are located on the northeast and east side of St. Helena with median incomes of $47,083 and $51,544, which is less than the state median income of $87,100. Community input identified that many of the property owners in this area are not lower income and are in fact very wealthy. The low-medium income trends in this area of the city may partially be attributed to the three affordable housing developments (Stonebridge Apartments, Woodbridge Village Apartments, and Hunt's Grove

Apartments), Vineyard Valley Mobile Home Park, and a senior living community (Silverado Orchards Retirement Community) all located within these two census blocks. The census block with the highest median income is located in the downtown area in the center of the city with a median income of $158,500. The AFFH Data Viewer has no information on median income of the northwest area of St. Helena.

The LMI populations in St. Helena are concentrated on the east side of the city, as shown in Figure 19. According to HUD estimates, in the eastern area of the city 68 percent of the population are LMI populations. In contrast, on western side of city less than 20 percent of the population is LMI. This pattern closely corresponds with areas of the city that have a greater non-White population concentration, which is also greater on the eastern side of the city.

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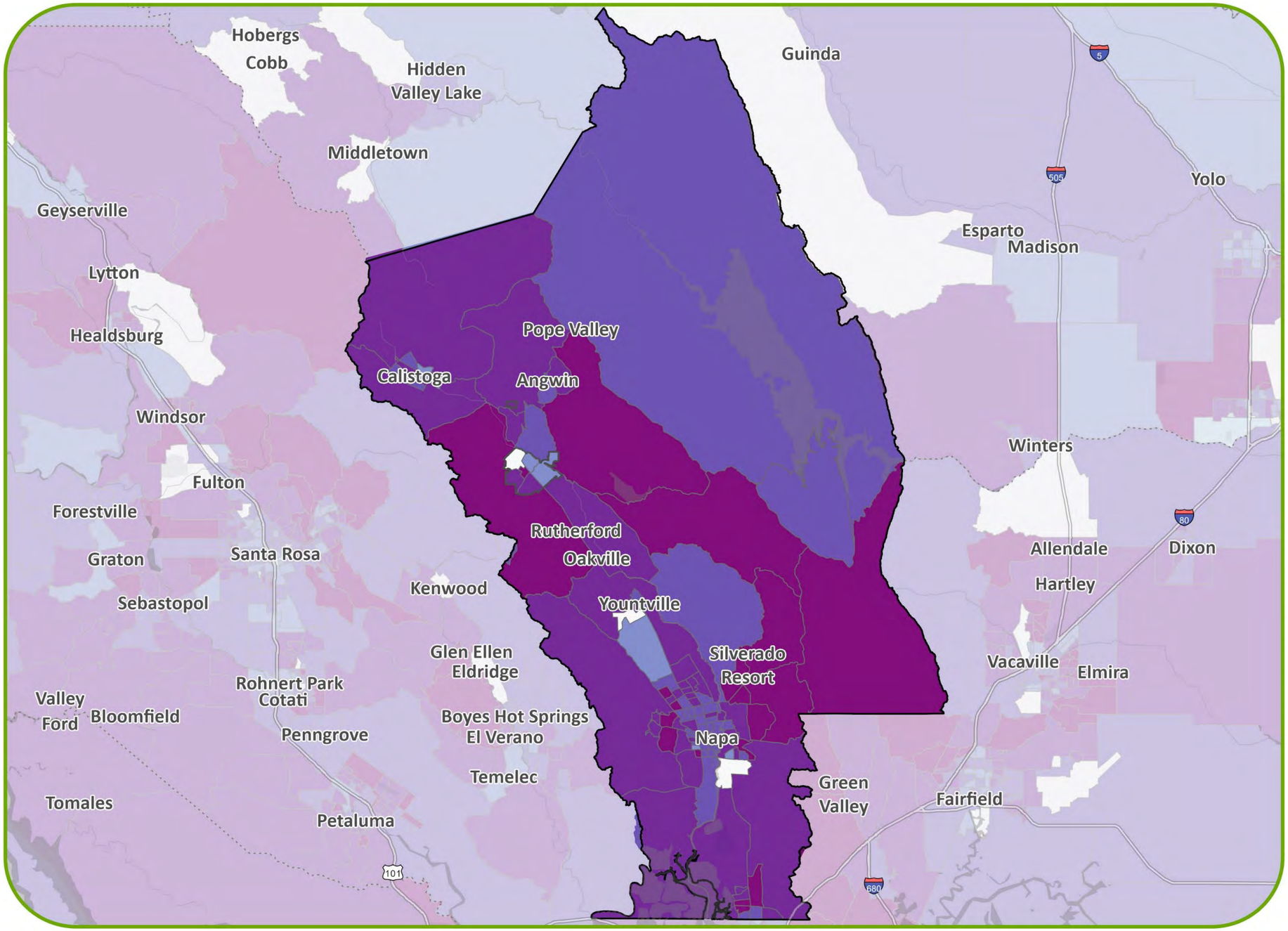

Figure 16:
Median Household Income (Napa County)

City Boundary
County Boundary
(R) Median Income (ACS, 2015-2019) - Block Group
Median Income
< $30,000
< $55,000
< $87,100 (HCD 2020 State Median Income)
< $125,000
Greater than $125,000

ST. HELENA
CALIFORNIA

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Miles
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County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

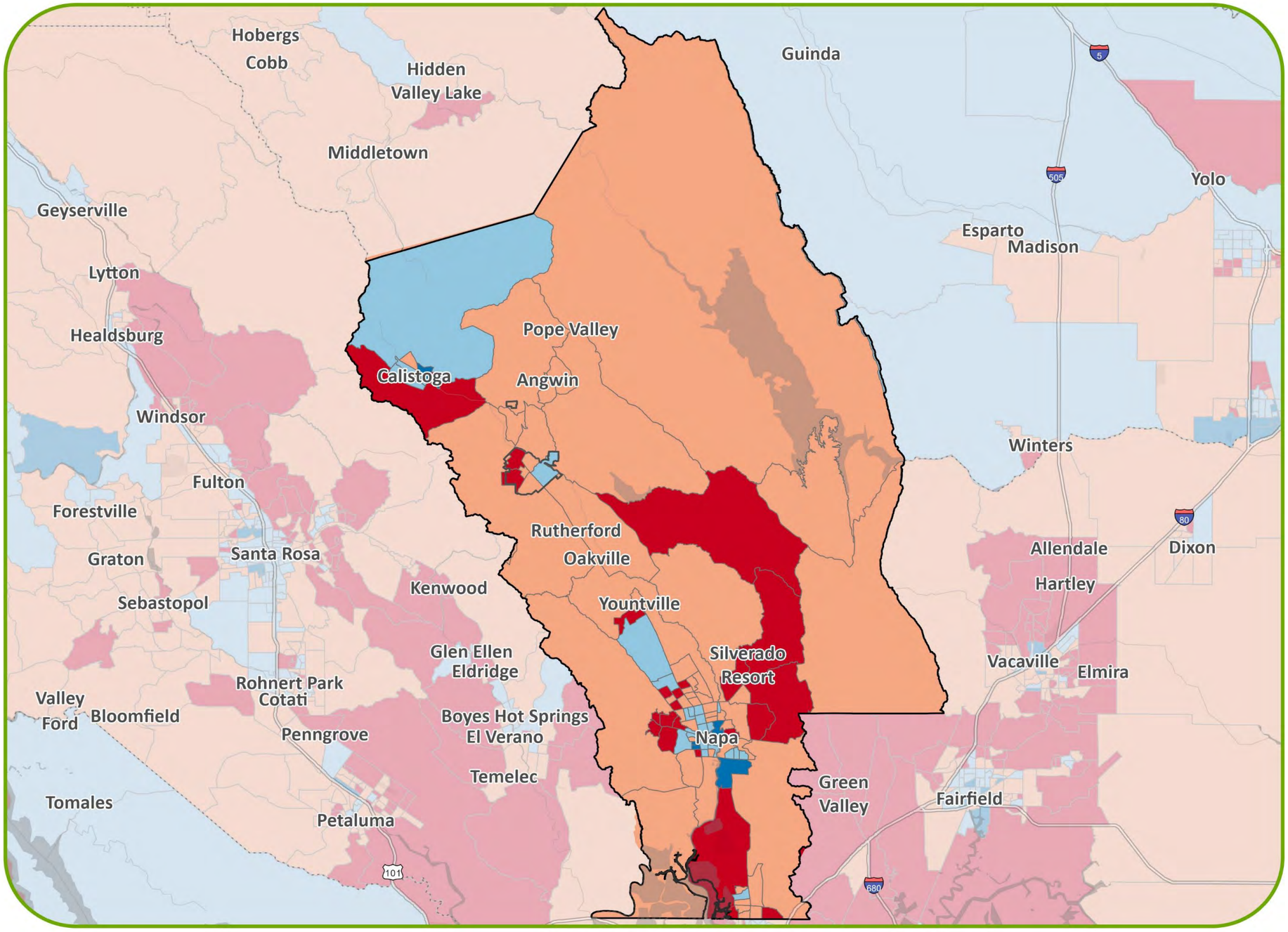

Figure 17: Low and Moderate Income Population (Napa County)

City Boundary
County Boundary
(A) Low to Moderate Income Population (HUD) - Block Group
Percent of Low-Moderate Income Population
< 25%
25% - 50%
50% - 75%
75% - 100%

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

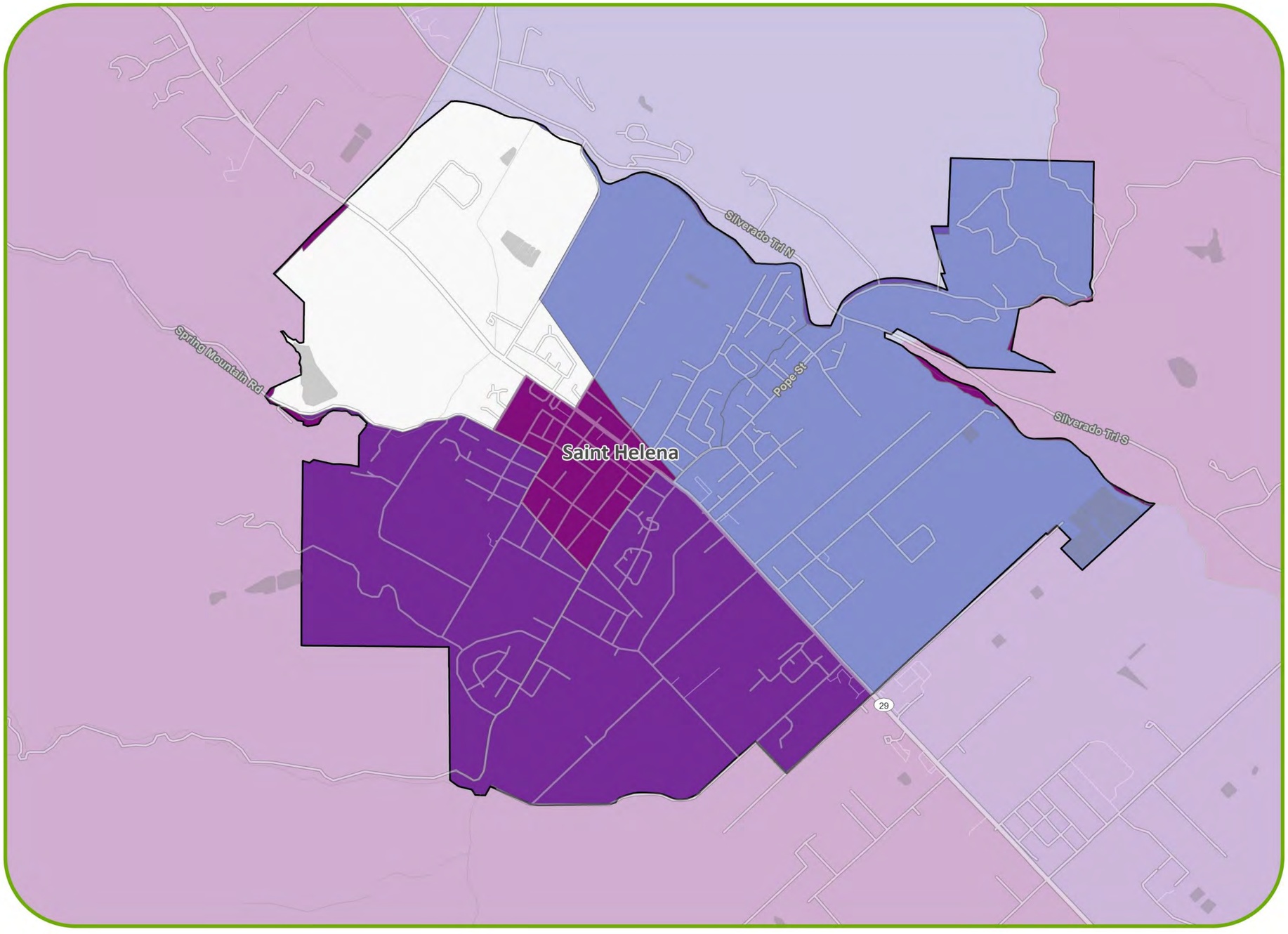

Figure 18: Median Household Income (St. Helena)

City Boundary
(R) Median Income (ACS, 2015-2019) - Block Group
Median Income
< $30,000
< $55,000
< $87,100 (HCD 2020 State Median Income)
< $125,000
Greater than $125,000

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County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

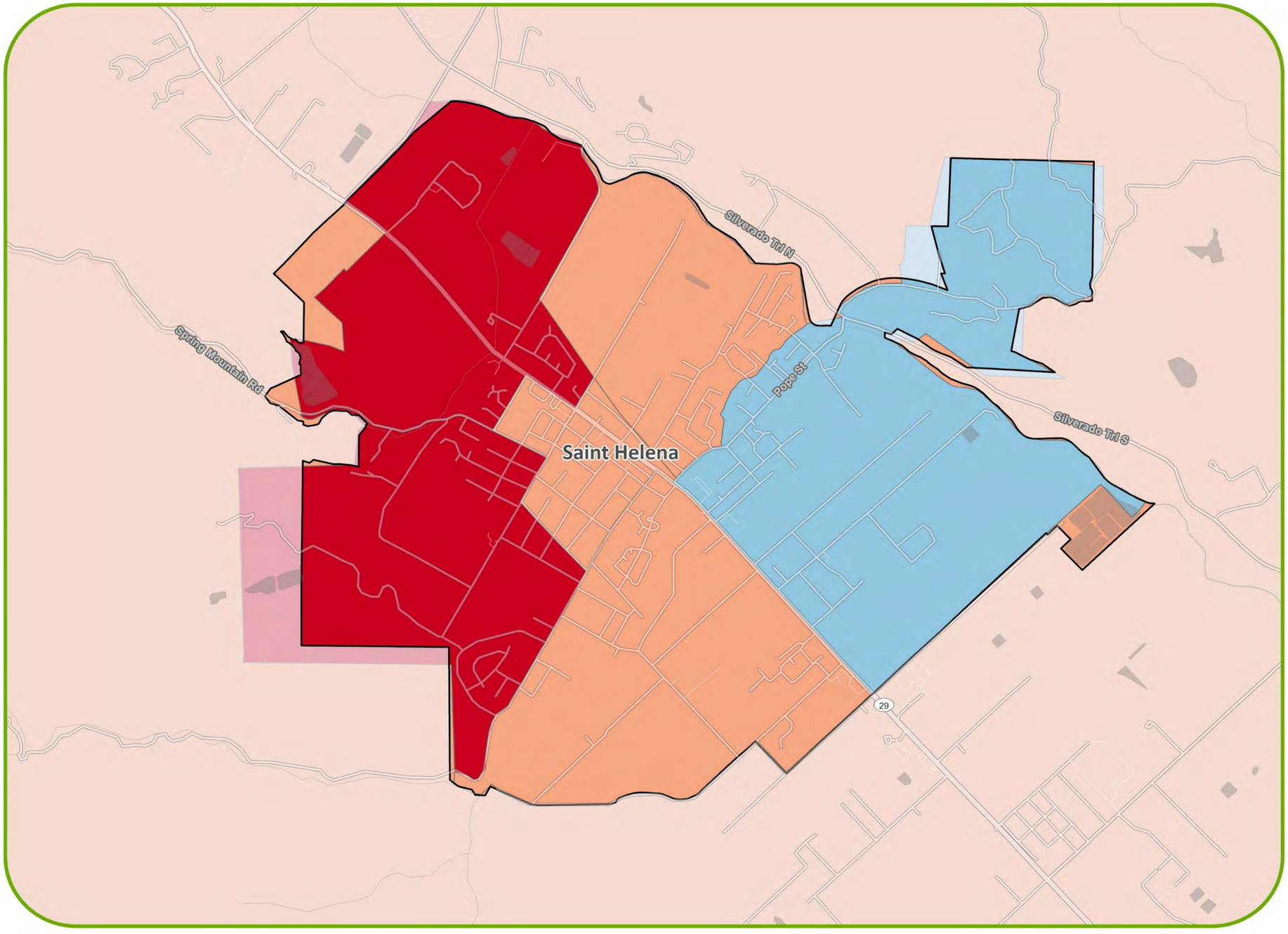

Figure 19: Low to Moderate Income Population (St. Helena)

City Boundary

(A) Low to Moderate Income Population (HUD) - Block Group

Percent of Low-Moderate Income Population

- < 25%
- 25% - 50%
- 50% - 75%
- 75% - 100%

ST. HELENA CALIFORNIA

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County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

3.5 Racially and Ethnically Concentrated Areas of Poverty

To identify racially and ethnically concentrated areas of poverty (known as R/ECAPs), HUD developed thresholds based on racial and ethnic concentration and income level. The threshold for racial and ethnic concentration is a non-White population of 50 percent or more within metropolitan or micropolitan areas (in rural areas it is 20 percent). Areas of "extreme poverty" are defined using the poverty test as those with more than 40 percent of the population at or below the poverty line or a poverty rate or three times the average of the metropolitan area, whichever is less. Areas that meet both the racial/ethnic concentration threshold and the "extreme poverty" threshold are considered R/ECAPs.

3.5.1 Poverty and Segregation

3.5.1.1 Regional Trends

There are no R/ECAPs within Napa County, however there is a small area of in the southern portion of the City of Napa that would be considered an area of extreme poverty with more than 40 percent of the population below the poverty line. According to 2015-2019 ACS estimates, approximately 8 percent of the population of Napa County is below the poverty level. Several areas within county have 10 and 20 percent of the population below the poverty line, including areas in the southern region of the county, in and around the Cities of Napa, American Canyon, and St. Helena. Figure 20 shows the poverty status within Napa County.

3.5.1.2 Local Trends

St. Helena does not have any R/ECAPs. According to 2015-2019 ACS estimates, approximately 8 percent of the population of St. Helena are living below the poverty level, consistent with poverty rates of Napa County. The western half of the city has a greater percentage of the population below the poverty line, between 10 and 20 percent. This area also had a higher percentage of children in a female single parent household.

Figure 21 displays the percentage of the population whose income is below the poverty line in St. Helena. The poverty rates in St. Helena have shifted over time. The 2010-2014 ACS estimated the eastern half of the city had a greater percentage of the population below the poverty line, opposite of the trend shown by the 2015-2019 ACS estimates.

Figure 22 shows neighborhood segregation in St. Helena using to data from UC Berkeley's Urban Displacement Project (UDP). According to the UDP the predominant racial/ethnic composition in St. Helena is Latinx-White. ABAG's Segregation Report also analyzed neighborhood segregation in St. Helena between 2010 and 2020 using the racial isolation index, racial dissimilarity index, and Thiel's H-Index. The isolation index showed White residents are the most segregated racial group in the city, followed by Latinx residents. The dissimilarity index showed segregation is greatest between Asian/Pacific Islander and White residents, followed by Latinx and White residents. However, the dissimilarity index is an unreliable measure for Asian/Pacific Islander and Black/African populations in St. Helena because their populations are too

small for accurate calculation. Thiel's H-index for neighborhood level segregation indicated racial segregation between all racial groups within the city is less than in the average Bay Area jurisdiction. Compared to all Bay Area jurisdictions, St. Helena is less diverse, with a smaller percentage of the population consisting of people of color.

ABAG's Segregation Report also analyzed neighborhood level income segregation between 2010 and 2015 in St. Helena using the income group isolation index, income group dissimilarity index, and Thiel's H-index. The isolation index showed above moderate income residents are the most segregated income group in the city followed by very low income residents. Among all income groups, segregation of the moderate income population has changed the most between 2010 and 2015, becoming less segregated. The dissimilarity index showed income segregation is greater in St. Helena than in the average Bay Area jurisdiction between lower income residents and non-lower income residents and between very low income residents and above moderate income residents. Overall, segregation between lower income residents and residents who are not lower income increased between 2010 and 2015. According to Thiel's H-index for neighborhood level income segregation, income segregation in the city is less than the average Bay Area city and remained about the same between 2010 and 2015. Compared to all Bay Area jurisdictions, St. Helena has a similar share of very low income residents, lower share of low and moderate income residents, and a higher share of above moderate income residents.

In summary, ABAG's segregation report found White residents and above moderate income residents are the largest and most segregated racial and income groups in St. Helena.

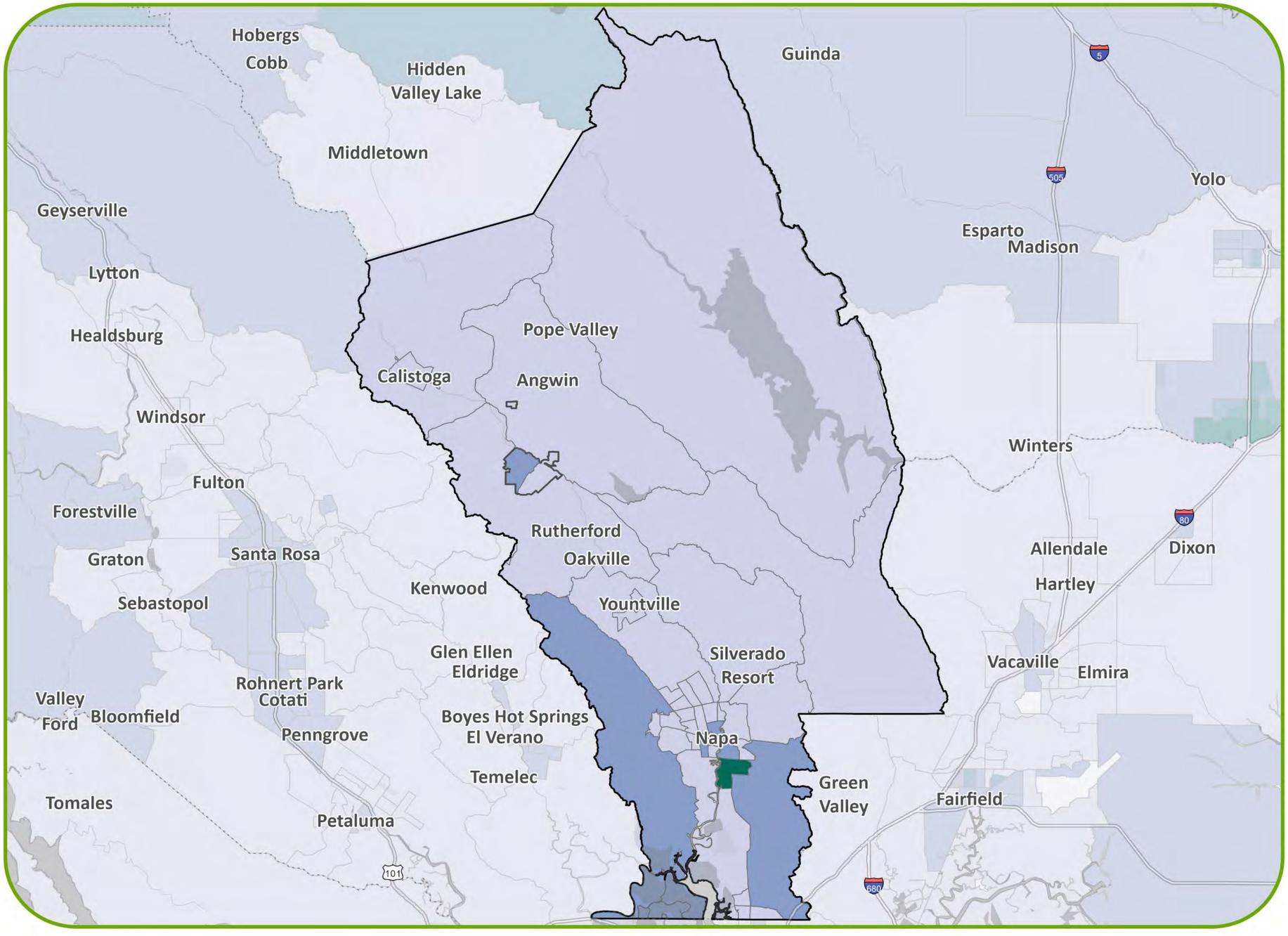

Figure 20:
Areas of High Poverty (Napa County)

City Boundary
County Boundary
(R) Poverty Status (ACS, 2015 - 2019) - Tract
Percent of Population whose income in the past 12 months is below poverty level
< 10%
10% - 20%
20% - 30%
30% - 40%
> 40%

ST. HELENA CALIFORNIA

0 3 6 Miles N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

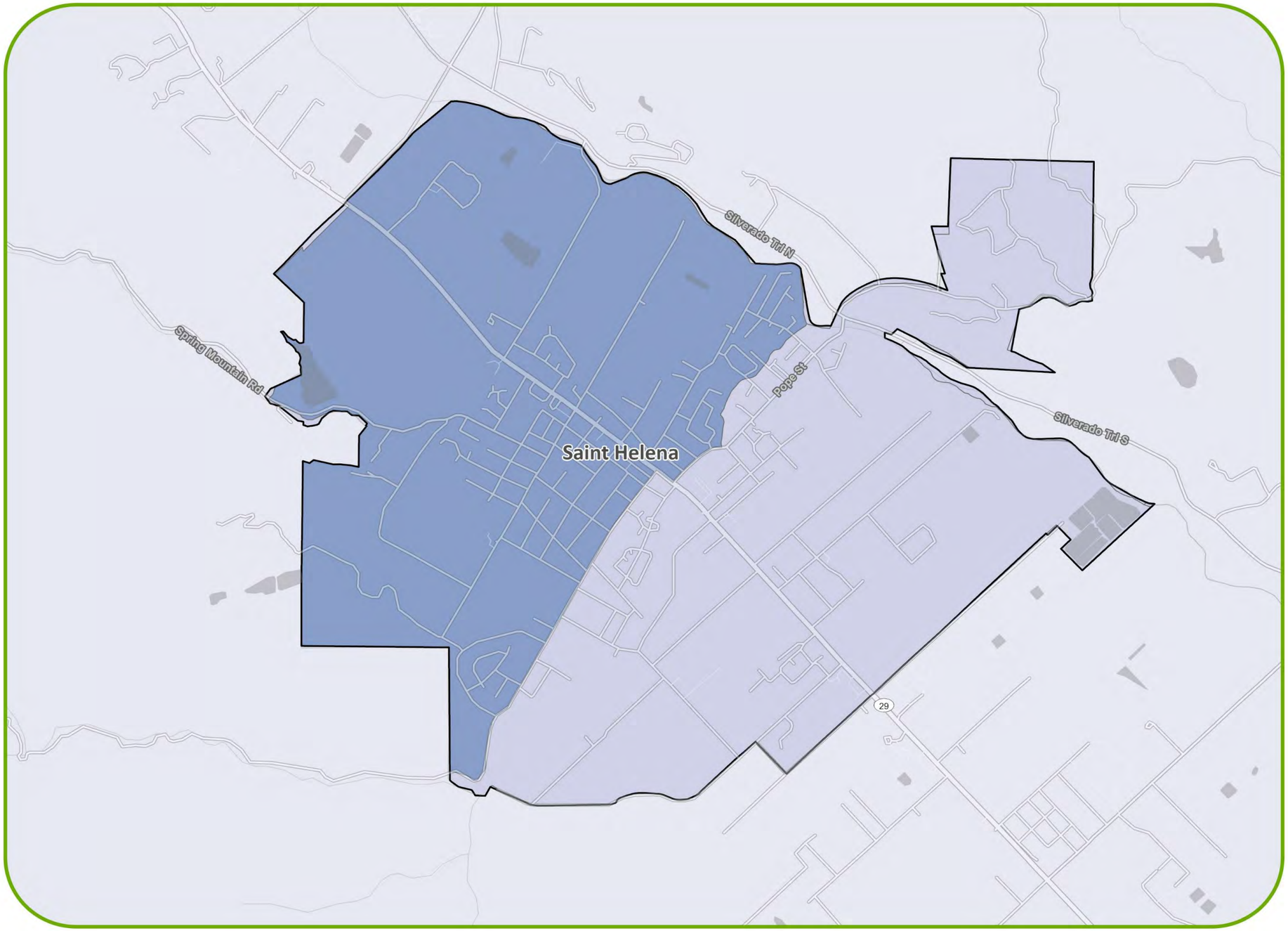

Figure 21: Poverty Status (St. Helena)

City Boundary

(R) Poverty Status (ACS, 2015 - 2019) - Tract

Percent of Population whose income in the past 12 months is below poverty level

- < 10%
- 10% - 20%
- 20% - 30%
- 30% - 40%
- > 40%

ST. HELENA CALIFORNIA

0 0.2 0.4 Miles

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County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

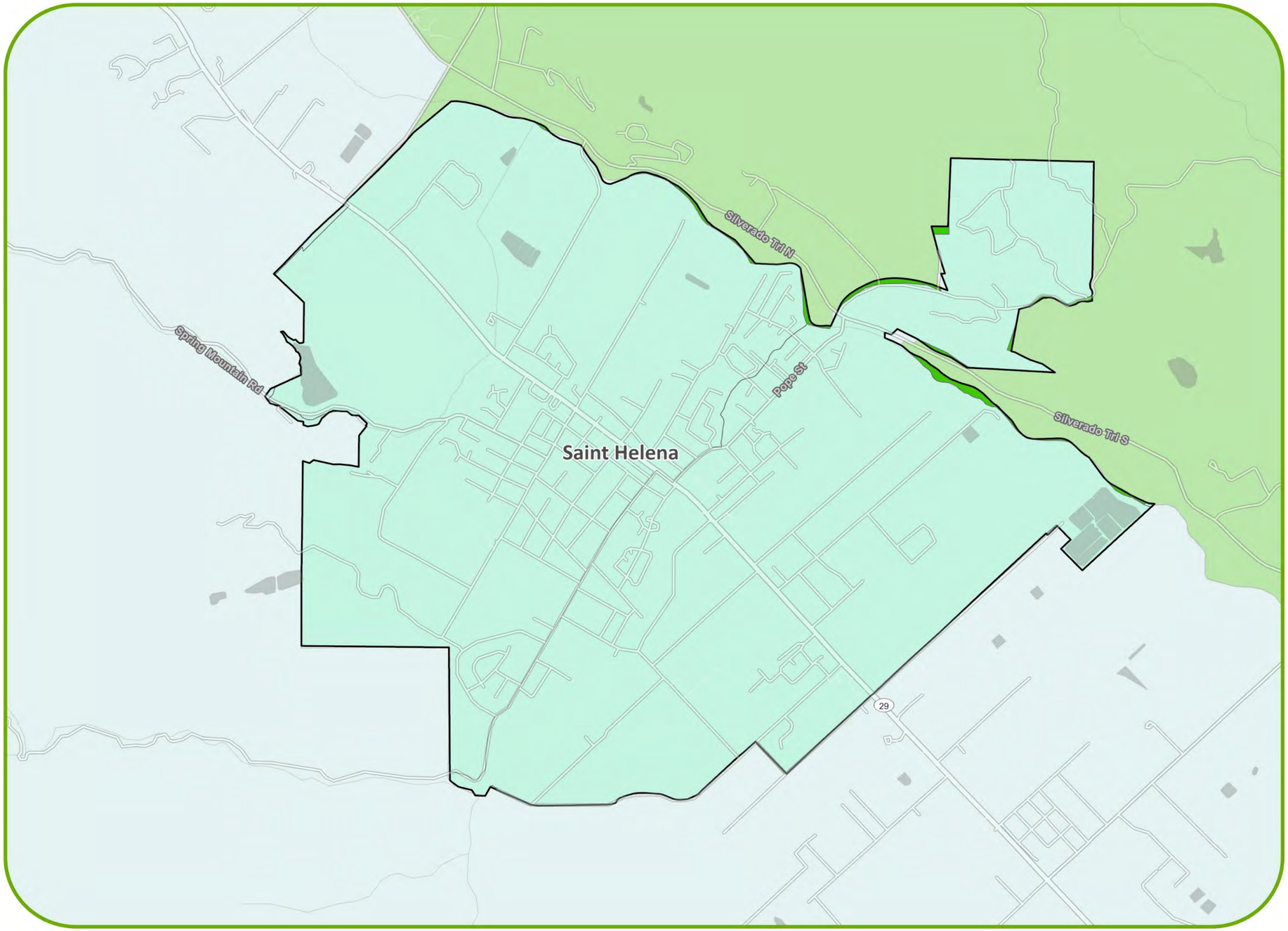

Figure 22: Neighborhood Segregation (St. Helena)

City Boundary
(A) Neighborhood Segregation (UC Berkeley, 2019) - Tract
Latinx-White
3 Group Mix

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

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Agenda Item #10.1.

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3.5.2 Concentrated Areas of Affluence

While racially R/ECAPs have long been the focus of fair housing policies, racially concentrated areas of affluence (RCAAs) must also be analyzed. Racially concentrated areas of affluence (RCAAs) are affluent communities that are predominantly White.[62] According to a policy paper published by HUD, White residents are the most racially segregated group in the United States and are typically more affluent than majority non-White communities. In addition to having a higher median income, areas of affluence experience less overcrowding, less housing cost burden on renters, and are generally less susceptible to displacement compared to LMI areas.

RCAAs have not been studied extensively, nor has a standard definition been published by HCD or HUD. HCD has created a metric to identify RCAAs by analyzing the total White population for each census tract and comparing it to the average percentage of total White populations for all census tracts within a given Council of Government (COG) region. This compared value is referred to as the Location Quotient (LQ). For example, a census tract with an LQ of 1.5 has a percentage of total White population that is 1.5 times higher than the average percentage of total White population within the COG region. HCD identifies RCAAs as census tracts with an LQ of more than 1.25 and a median income 1.5 times higher than the COG AMI (or 1.5x the State AMI, whichever is lower).

3.5.3 Regional Trends

There are several RCAAs in Napa County, which are primarily located in more rural areas of the county. Most of the RCAAs are concentrated along the western portion of the county with several RCAAs located within the northwest part of the City of Napa as well as in the rural areas northeast of the City of Napa. shows RCAAs in Napa County.

The population of Napa County is predominantly White, with the highest concentration of White residents residing in rural areas of the county. Figure 23 highlights the predominantly White census tracts in Napa County. Areas with a lower concentration of White residents are generally located within the valley where population density is higher. The more rural areas along the eastern border of Napa County have high concentrations of White populations, which corresponds with areas that have the highest median incomes in the county.

3.5.4 Local Trends

There are no RCAAs identified within St. Helena. However, similar to patterns of affluence throughout Napa County, areas of St. Helena with higher median incomes correspond to areas with higher proportions of White residents. The northwestern area of the city has a larger proportion of White residents and a higher median income, while the southeastern area has greater racial/ethnic diversity and a lower median income. The northwestern area of the city has a predominant White population (over 50 percent) and the

[62] *Goatz, Damanio and Williams, "Racially Concentrated Areas of Affluence: A Preliminary Investigation" https://www.huduser.gov/portal/periodicals/cityscpe/vol21num1/ch4.pdf, (2019).*

southeastern area of the city has a large White population and large Hispanic population (approximately 48 percent each). Figure 26 shows the overlap of high median income and predominant White population in St. Helena.

In addition to having a higher median income, areas of affluence in St. Helena experience lower percentages of overpayment by homeowners, more positive economic outcomes, and more positive environmental outcomes compared to LMI areas.

3.6 Disparities in Access to Opportunities

According to HCD guidance, land use policies and planning often translate into the ability of residents to access neighborhoods of opportunity, with high-performing schools, greater availability of jobs that afford entry to the middle class, and convenient access to transit and services. The limits on housing choice and access experienced by people within protected classes, such as race, sexual orientation, or disability, have far-reaching impacts on access to job opportunity, quality education, and mental and physical health.[63] Access to opportunity often means both improving the quality of life for residents of low-income communities, as well as supporting mobility and access to 'high resource' neighborhoods. This encompasses education, employment, economic development, safe and decent housing, low rates of violent crime, transportation, and other opportunities, including recreation, food, and healthy environment (air, water, safe neighborhood, safety from environmental hazards, social services, and cultural institutions).

The analysis of place-based characteristics linked to opportunity indicators, quality education, employment, transportation, and healthy environment, seeks to understand the disparity between communities in terms of access to real and potential economic benefits and quality of life.

3.6.1 Transit Access

Reliable access to public transit is crucial, especially for low-income residents and/or persons with disabilities, to provide connections to employment opportunities. Access to employment via public transit can reduce income burden and increase housing mobility, which enables residents to locate housing in more areas.[64] The lack of a relationship between public transit, employment opportunities, and affordable housing may impede fair housing choice. Persons who depend on public transit may have limited choices regarding places to live.

3.6.2 Regional Trends

As Napa County is largely rural, residents mainly depend on their personal vehicles for commuting and traveling. Public transit options do exist in Napa County, primarily Vine Transit, a fixed route bus service

[63] *HCD. 2021. https://www.hcd.ca.gov/community-development/affh/docs/affh_document_final_4-27-2021.pdf*
[64] *Ong, Paul and Evelyn Blumenberg, "Job Accessibility and Welfare Usage: Evidence from Los Angeles." UCLA Department of Policy Studies, (1998).*

operated by the Napa Valley Transportation Authority. Vine Transit operates fixed bus route service throughout the county from American Canyon to Calistoga and provides connections to the Vallejo Ferry Terminal, and El Cerrito Del Norte BART station, SolTrans stations in Vallejo and Fairfield, and the Suisun/Fairfield Train Station. Lake Transit Authority connects southern areas of Lake County to northern Napa County, with bus stops in Calistoga, St. Helena, and Deer Park. Additionally, several low cost, on demand shuttle services are available to the public providing fixed route and door-to-door transit within the city limits of their operating city, including the Yountville Trolley, St. Helena Shuttle, Calistoga Shuttle, and American Canyon Transit. Residents and visitors with physical and/or cognitive disabilities may be eligible to participate in VineGo Paratransit Service, a shared ride service providing curb-to-curb transportation. VineGo offers rides within and between cities throughout the county as well as to Kaiser Vallejo Medical Center.

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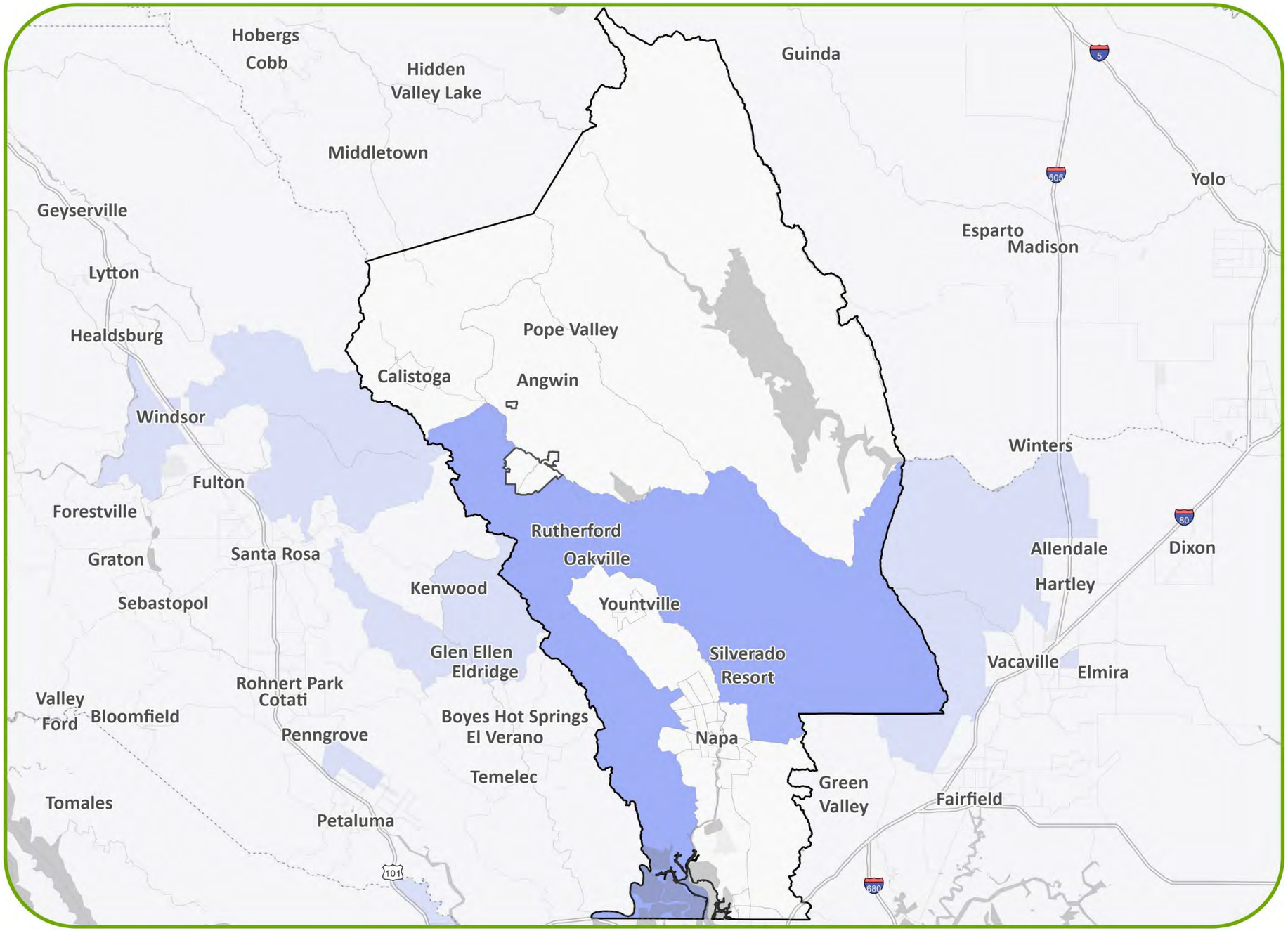

Figure 23: Racially Concentrated Areas of Affluence (Napa County)

City Boundary
County Boundary
(R) Racially Concentrated Areas of Affluence RCAA (ACS, 2015 - 2019) - Tract
0 - Not a RCAA
1 - RCAA

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

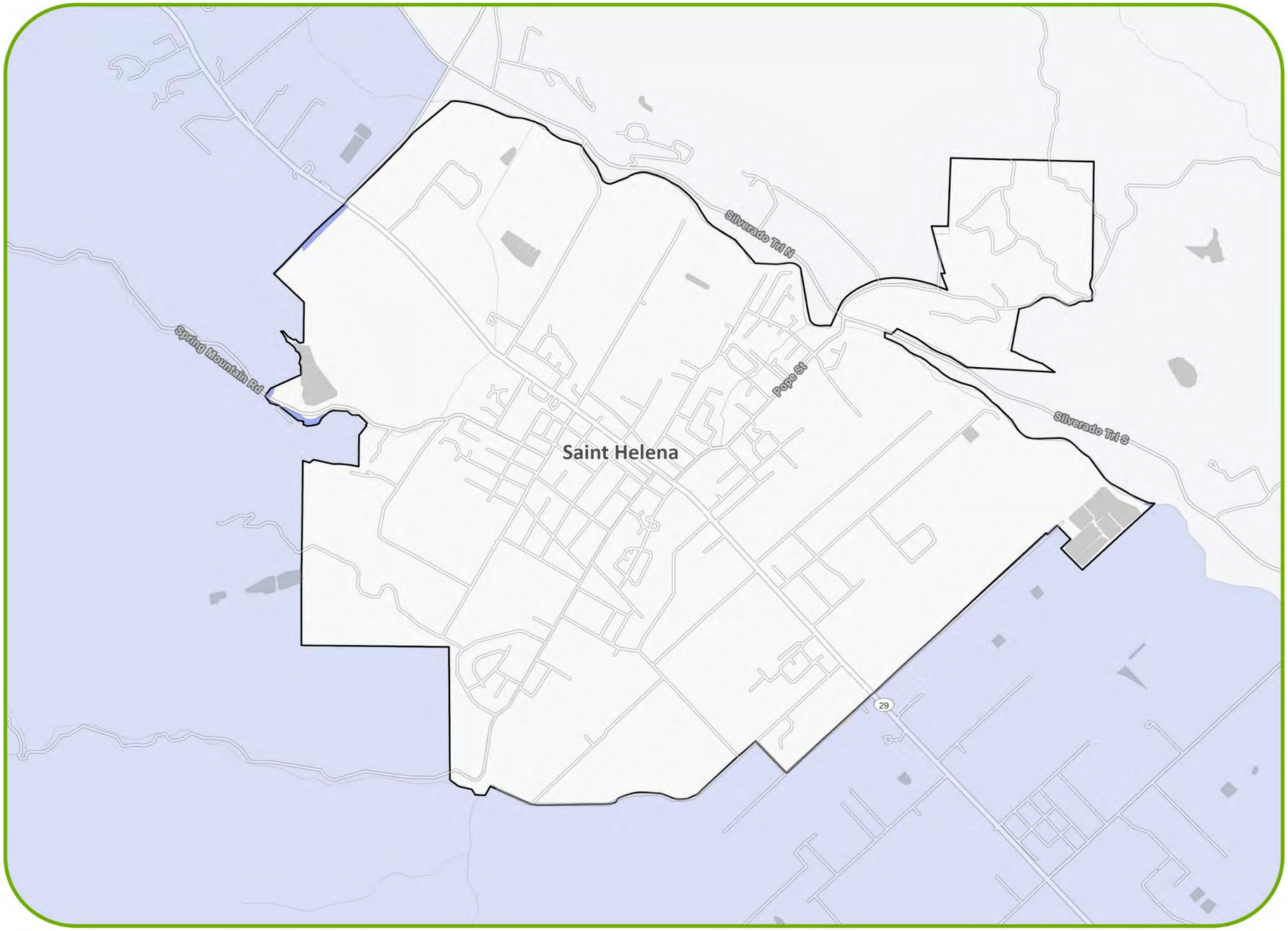

Figure 24: Racially Concentrated Areas of Affluence (St. Helena)

City Boundary
(R) Racially Concentrated Areas of Affluence RCAA (ACS, 2015 - 2019) - Tract
0 - Not a RCAA
1 - RCAA

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CALIFORNIA

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Miles

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

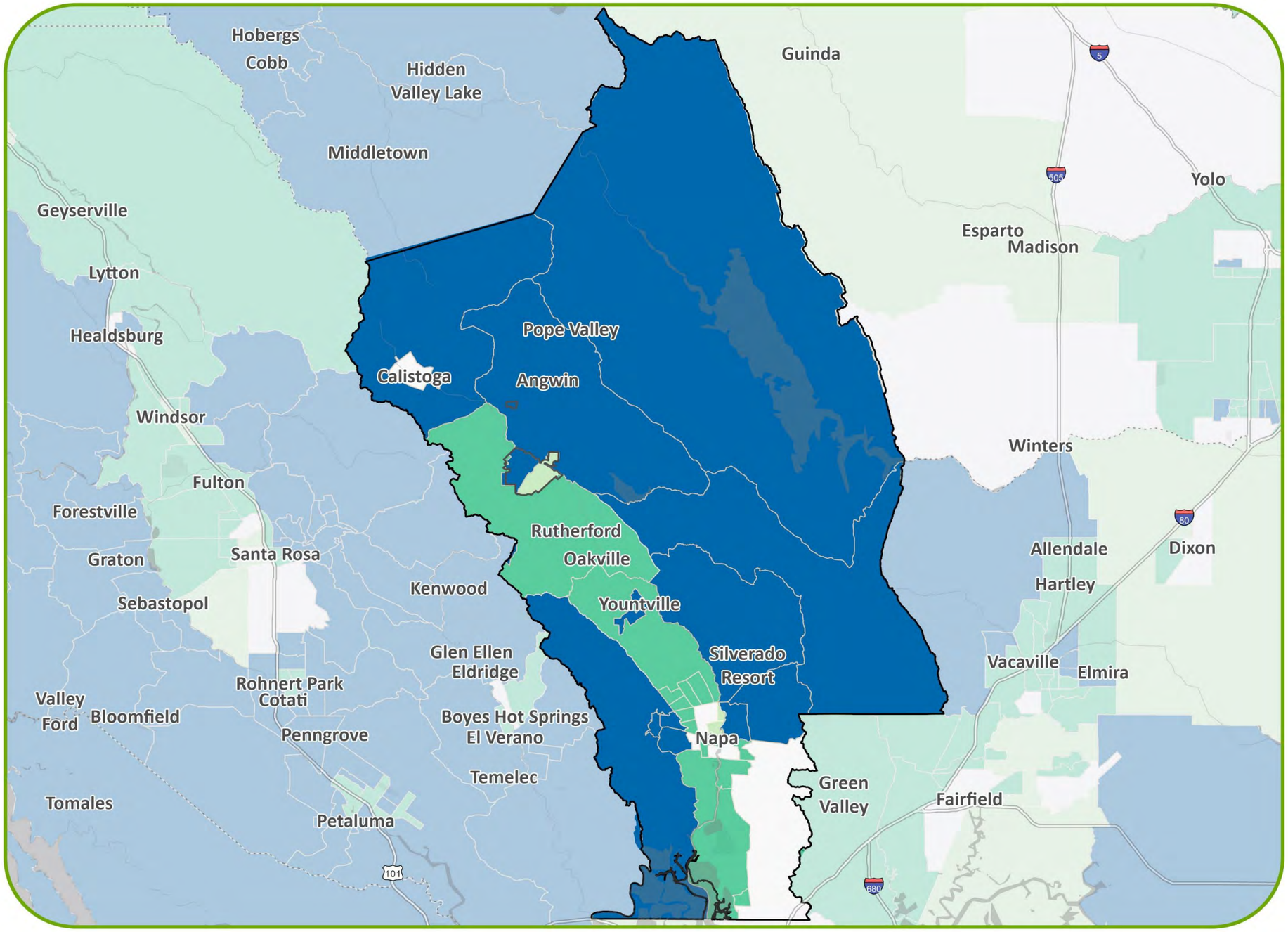

Figure 25: Predominant White Population (Napa County)

City Boundary
County Boundary
(R) Predominant Population - White Majority Tracts
Dominance Value
Slim (gap < 10%)
Sizeable (gap 10% – 50%)
Predominant (gap > 50%)

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County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

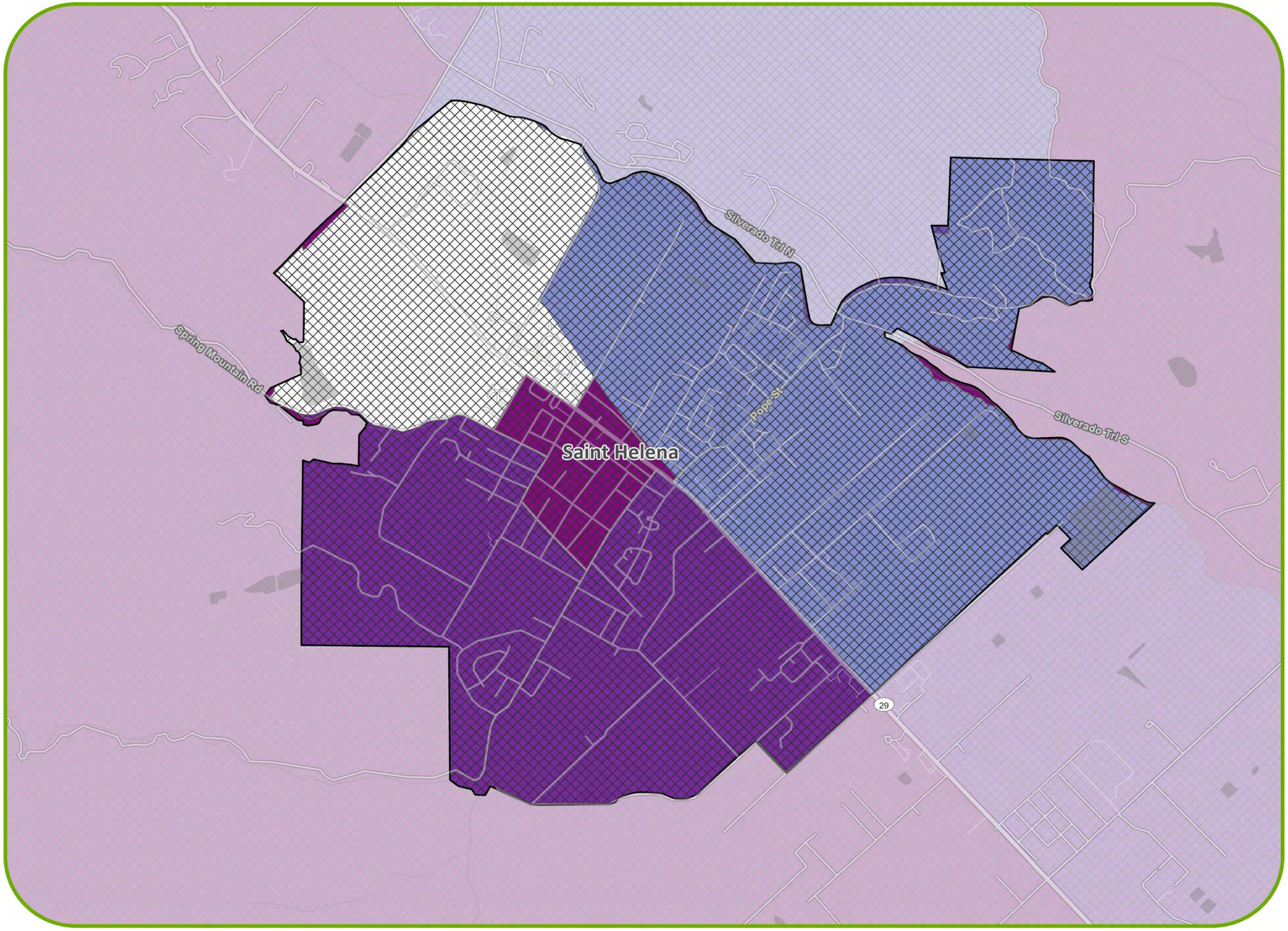

Figure 26: Predominant Populations and Median Household Income (St. Helena)

City Boundary
(R) Predominant Population - White Majority Tracts
White Majority Tract
(R) Predominant Population - Hispanic Majority Tracts
Hispanic Majority Tract
(R) Predominant Population - Asian Majority Tracts
Asian Majority Tract
(R) Median Income (ACS, 2015-2019) - Block Group Median Income
< $30,000
< $55,000
< $87,100 (HCD 2020 State Median Income)
< $125,000
Greater than $125,000

ST. HELENA CALIFORNIA

0 0.2 0.4 N
Miles

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

The Commuter Bike Path (Vine Trail) runs parallel to the Napa Valley Railroad and provides an off-street route walking/biking path for recreation and commuting. Ultimately the Vine Trail will cover 47 miles from Vallejo to Calistoga. Currently 12.5 miles of the path has been completed from Kennedy Park in the City of Napa to Yountville. Sections of the Vine trail have also been completed in American Canyon and Calistoga.

AllTransit is an online database that provides details on transit opportunity throughout the United States, specifically looking at connectivity, access to jobs, and frequency of service. Napa County received an AllTransit performance score of 3.3 which equates to a low combination of trips per week and number of jobs accessible by transit.[65] Approximately 1.5 percent of commuters use public transit in Napa County. The cities of Napa (4.6), Yountville (4.6), and Calistoga (4.0) have the highest scores with a slighter greater combination of number of trips per week, accessible jobs, and available transit routes.

3.6.3 Local Trends

The City of St. Helena has an AllTransit performance score of 2.4 with approximately 1.0 percent of workers who commute using public transit. This score is lower than the County score of 3.3. One Vine Transit bus route passes through St. Helena, providing connections to the City of Calistoga to the north and City of Napa to the south. Additionally, the St. Helena Shuttle Service provides both a fixed route and an on-demand, door-to-door transit service option within the city limits.

Walk Score is a tool that produces a walkability index by assigning a numerical walkability score to cities and neighborhoods. Walkability is measured by analyzing population density, distance to amenities, and road metrics such as block length and intersection density. St. Helena has a walk score of 83, which is considered very walkable, and most errands can be accomplished by foot[66]. St. Helena's walkability score is most negatively affected by the limited number of parks within walking distance from different areas of the city.

The Environmental Protection Agency (EPA) also has a walkability index, which ranks block groups according to their relative walkability. The EPA walkability map, shown in Figure 27, shows that walkability varies across the city. The highest walkability scores are in downtown and along Main Street where most of the commercial areas are concentrated. Further from downtown and in the western and eastern parts of the city, walkability scores are below average.

[65] *https://alltransit.cnt.org/*
[66] *https://www.walkscore.com/*

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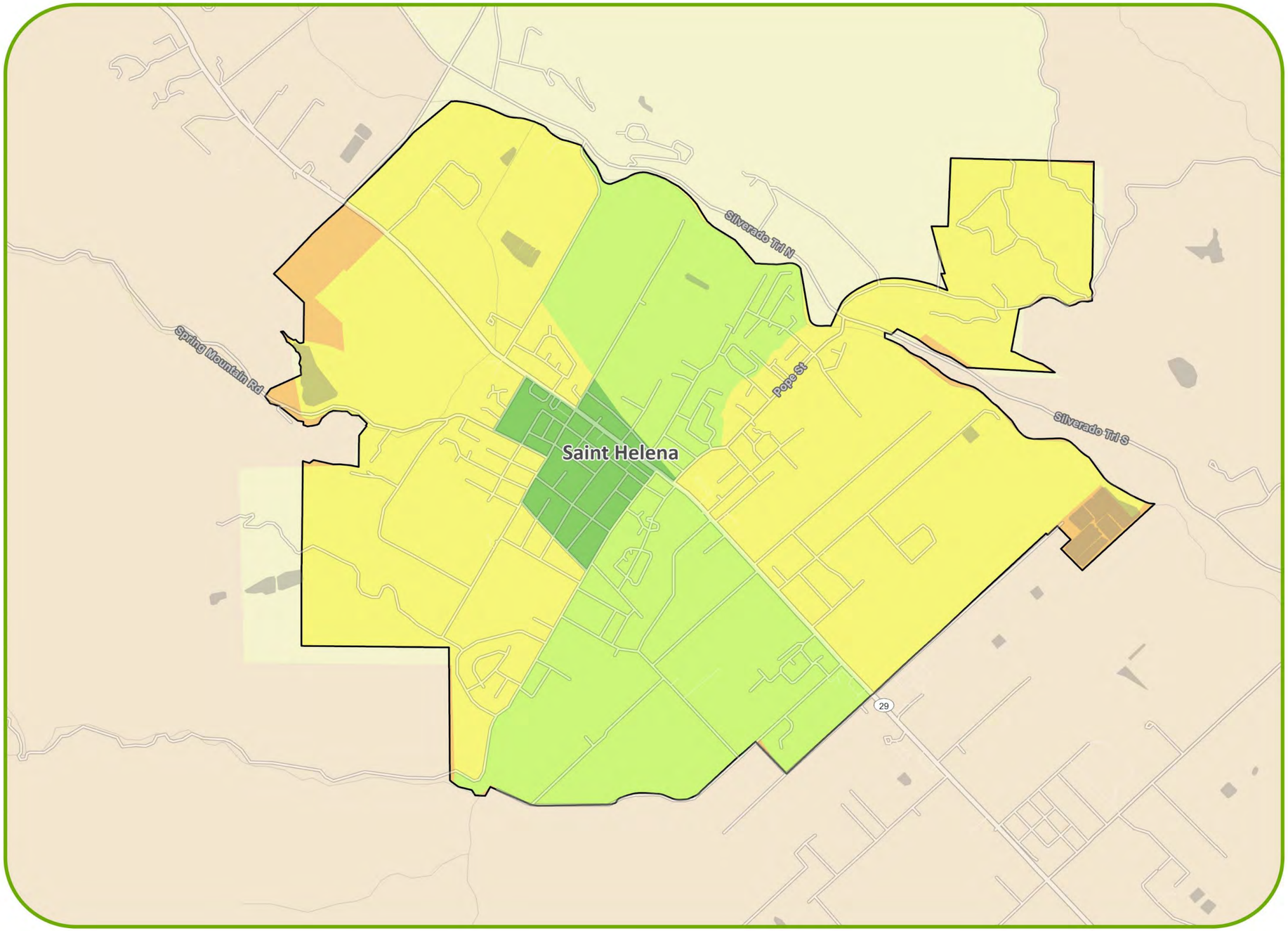

Figure 27:
Walkability Index
(St. Helena)

City Boundary

National Walkability Index

- 1 - 5.75 (Least Walkable)
- 5.76 - 10.50 (Below Average Walkable)
- 10.51 - 15.25 (Above Average Walkable)
- 15.26 - 20 (Most Walkable)

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

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3.6.4 Access to Quality Education

Economics literature has consistently found about a 10 percent increase in wages/salary with each additional year of education.[67] Educational attainment is directly linked to housing opportunities. TCAC education domain scores, which are used to identify areas of higher or lower education opportunities, incorporate a variety of indicators including math and reading proficiency scores, high school graduation rates and student poverty rates to assess educational outcomes at the census tract level.

3.6.5 Regional Trends

Napa County is served by five school districts: Napa Valley Unified School District, St. Helena Unified School District, Calistoga Joint Unified School District, Howell Mountain School District, and Pope Valley School District. An overview of education outcomes across the Napa County is illustrated in Figure 28 which shows the TCAC Opportunity Areas map. Education outcomes vary throughout the county. Areas in the western portion of the county and portions of the more urban areas have more positive education outcomes compared to eastern portions of the county and southern parts of the City of Napa.

3.6.6 Local Trends

The City of St. Helena is served by the St. Helena Unified School District which is comprised of four schools: a primary school, elementary school, middle school, and high school. Altogether, approximately 1,243 students were enrolled in 2020 from the City St. Helena and the surrounding areas. Approximately 45 percent of students were White and 52 percent were Hispanic/Latino. St. Helena Unified School District reported a high school graduation rate of 92.9 percent in 2020, 90.1 percent in 2019, and 94.1 percent in 2018. The district reported all students who did not receive high school diplomas in 2019 were Long Term English Learners and socio-economically disadvantaged students.[68]

Figure 29Figure 28 shows TCAC scores for education outcomes for St. Helena at the census tract level. St. Helena has better education outcomes than other areas of Napa County. At the city level, the southern and eastern areas of the city have better education outcomes than the western areas.

3.6.7 Economic Outcomes

Housing opportunities are directly related to economic opportunities. Access to high quality employment close to desired and affordable housing results in more housing opportunities and shorter commute times. The analysis for economic opportunities uses TCAC economic indicators, employment participation data

[67] *The Rehabilitation Research and Training Center on Disability Statistics and Demographics. 2020.* *https://disabilitycompendium.org/annualreport*

[68] *St. Helena Unified School District 2021-22 Local Control and Accountability Plan* *https://www.sthelenaunified.org/cms/lib/CA50000465/Centricity/Domain/36/LCAP%20Control%20Accountability%20Plan%202021%202022.pdf*

from the ACS, Metropolitan Transportation Commission (MTC) Equity Priority Communities (EPC), and the HUD Jobs Proximity Index.

TCAC economic opportunities are measured by census tract. They consider poverty, adult education, employment, job proximity, and median home values. A higher economic index score reflects more positive economic outcomes. The MTC EPC identifies concentrations of underserved populations in order to direct funding for housing and transportation equity. The HUD Jobs Proximity Index assesses the accessibility to job opportunities at the census block group level.

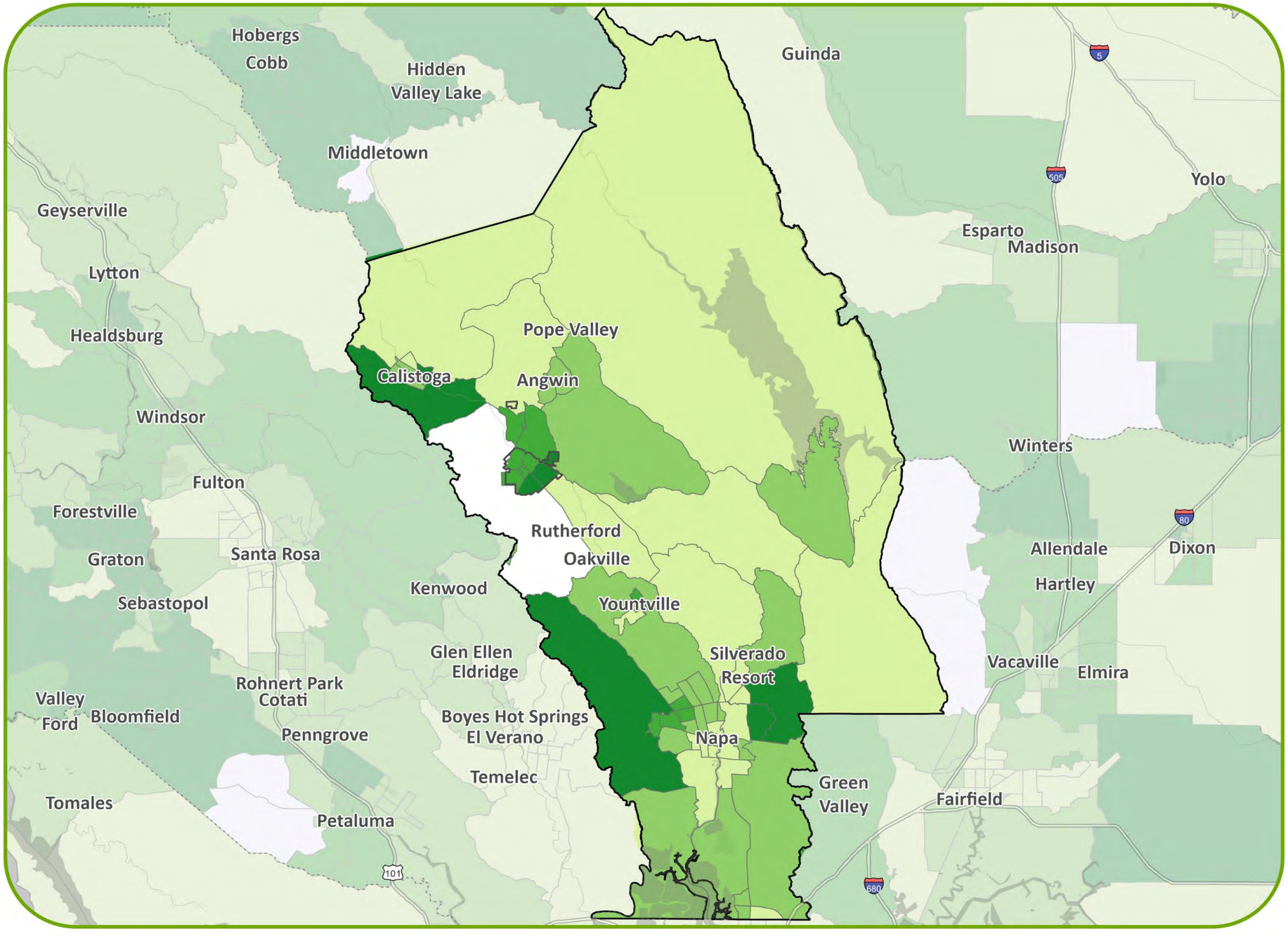

Figure 28:
TCAC Opportunity Areas – Education Outcomes (Napa County)

City Boundary
County Boundary
(R) TCAC Opportunity Areas (2021) - Education Score -Tract
Education Domain Score (by region)
- < 0.25 (Less Positive Education Outcomes)
- 0.25 - 0.50
- 0.50 - 0.75
- > 0.75 (More Positive Education Outcomes)
- No Data

ST. HELENA CALIFORNIA

0 3 6 Miles N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

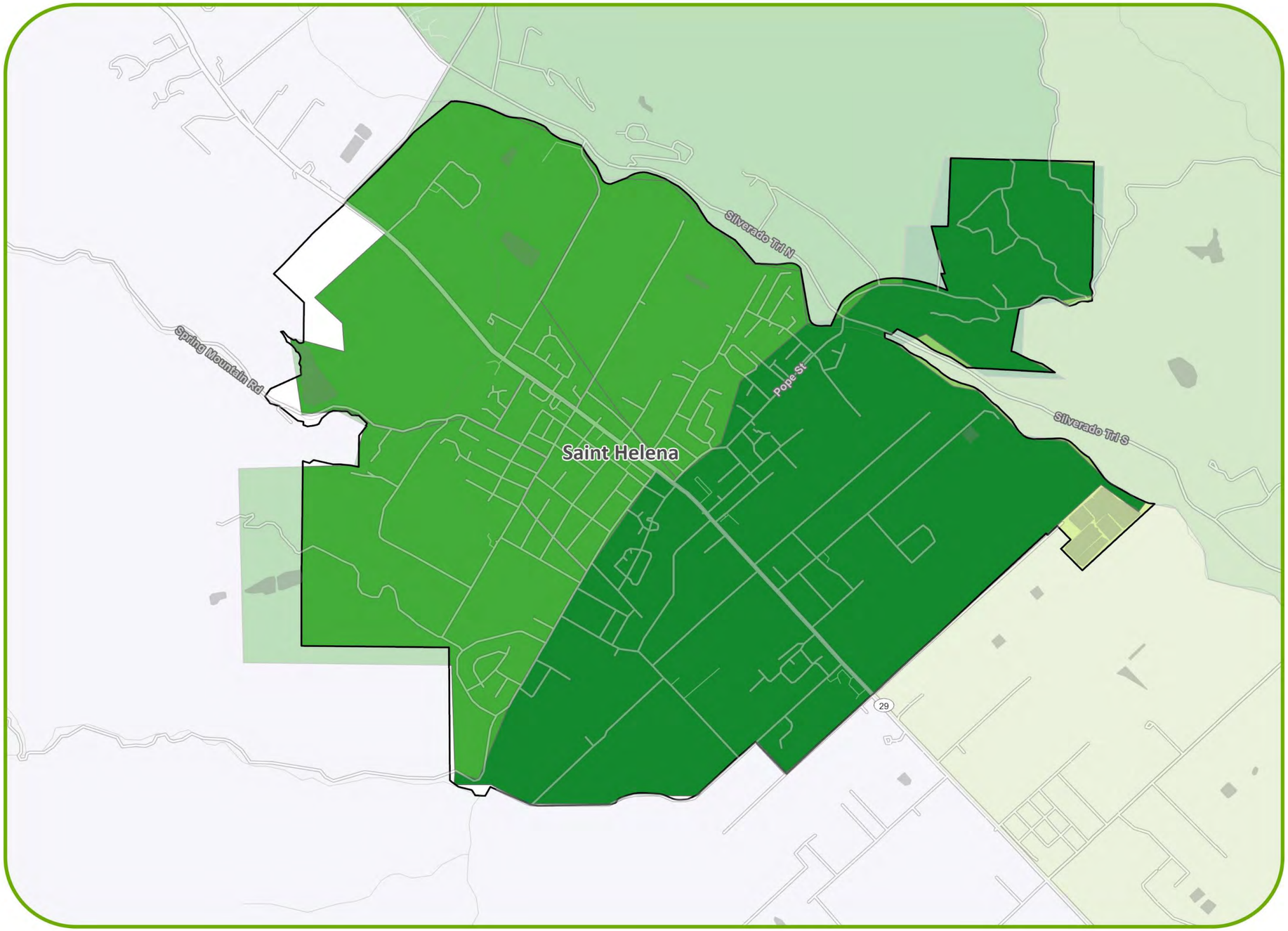

Figure 29:
TCAC Opportunity Areas – Education Outcomes (St. Helena)

City Boundary
(R) TCAC Opportunity Areas (2021) - Education Score -Tract
Education Domain Score (by region)
- < 0.25 (Less Positive Education Outcomes)
- 0.25 - 0.50
- 0.50 - 0.75
- > 0.75 (More Positive Education Outcomes)
- No Data

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

3.6.8 Regional Trends

According to the California Employment Development Department, the unemployment rate of Napa County was 3.9 percent in February 2022 (not seasonally adjusted). Top employers in the county include manufacturing (including large- and small-scale wine manufacturing), healthcare, and accommodation and food service. The 2015-2019 ACS estimates reported 74,549 workers in the County of Napa with a labor force participation rate of 65 percent of persons 16 years and older. Approximately 33.7 percent of workers commute 30 or more minutes to work with a countywide mean commute time of 25.6 minutes.

Figure 30 shows the TCAC Opportunity Areas map for economic outcomes across the county. Economic outcomes are varied with more positive outcomes generally located in the western areas of the county and less positive outcomes in the eastern areas of the county. This trend may be attributed to the high concentration of vineyards and wineries in the western and central areas of the county and low population density in eastern areas of the county.

3.6.9 Local Trends

According to the 2015-2019 American Community Survey (ACS), there are 3,159 persons in the labor force in St. Helena with a labor force participation rate of 61 percent. The California Employment Development Department reported the unemployment rate was 3.1 percent in December 2021 (not seasonally adjusted), slightly less than the county. Top industries in the city reflect county trends, with the highest number of workers in manufacturing, healthcare, and accommodation and food service.

Figure 31 shows the TCAC Opportunity Areas map for economic outcomes in St. Helena. Much like the county, economic outcomes are varied across the city. Western areas of the city have more positive economic outcomes and eastern areas have less positive economic outcomes. This pattern of lower economic outcomes in the eastern areas of the city reflects the lower median incomes and greater ethnic diversity that is also experienced in these areas. The eastern areas of the city contain affordable housing developments, a mobile home park, and senior living community which may be contributing to lower median incomes and lower median home values.

ACS 2015-2019 estimates show approximately 22.4 percent of workers commute 30 or more minutes to work and the mean commute time is 19.6 minutes. Figure 32 shows the job proximity index in St. Helena which assesses the accessibility of employment opportunities based on distance, a higher index score corresponds to closer job proximity. Job proximity throughout St. Helena is consistently high (closest proximity), especially when compared to the southern and eastern areas of the county.

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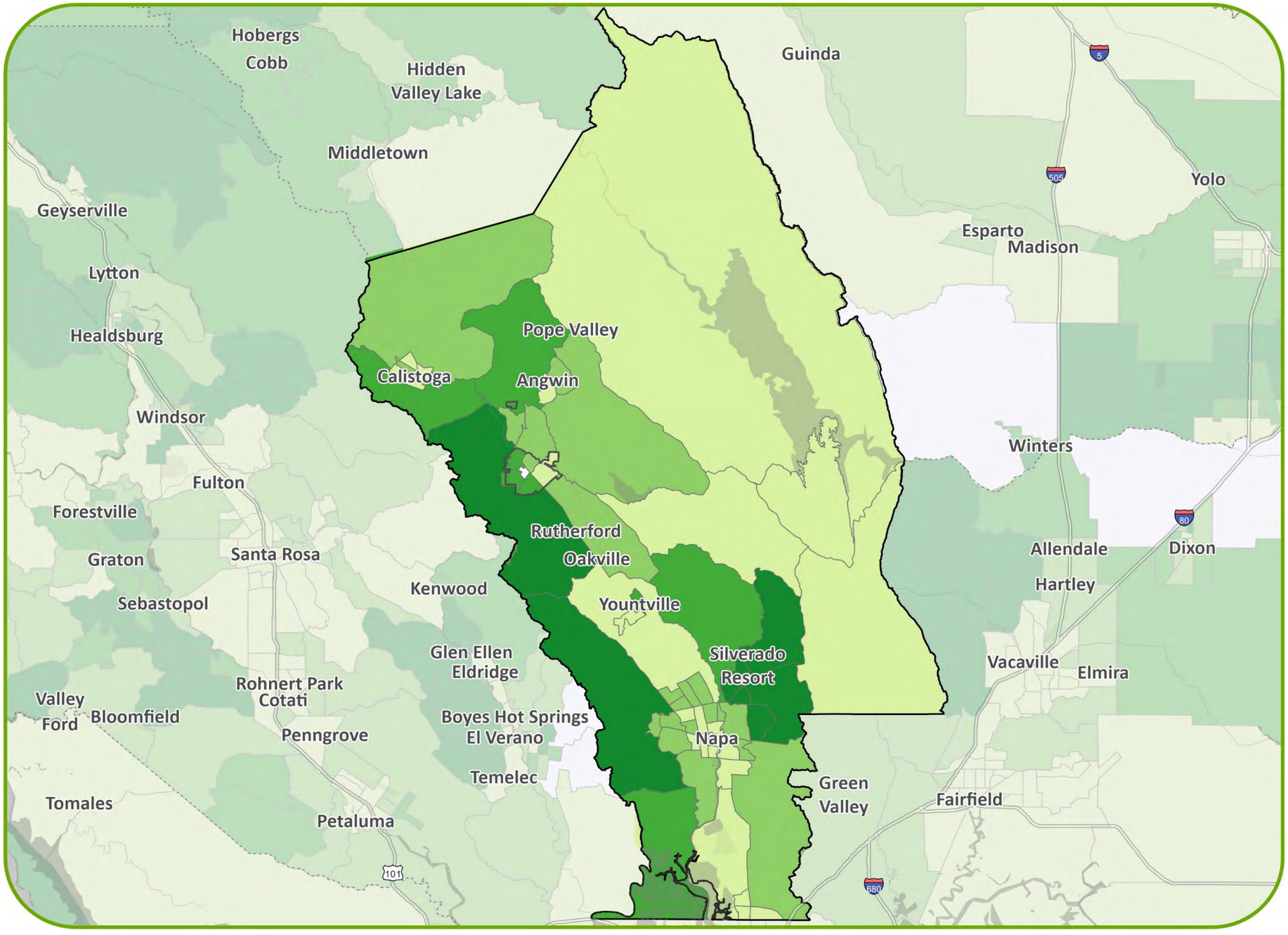

Figure 30:
TCAC Opportunity Areas – Economic (Napa County)

City Boundary
County Boundary
(R) TCAC Opportunity Areas (2021) - Economic Score - Tract
Economic Domain Score (by region)
- < 0.25 (Less Positive Economic Outcome)
- 0.25 - 0.50
- 0.50 - 0.75
- > 0.75 (More Positive Economic Outcome)
- No Data

ST. HELENA CALIFORNIA

0 3 6 Miles N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

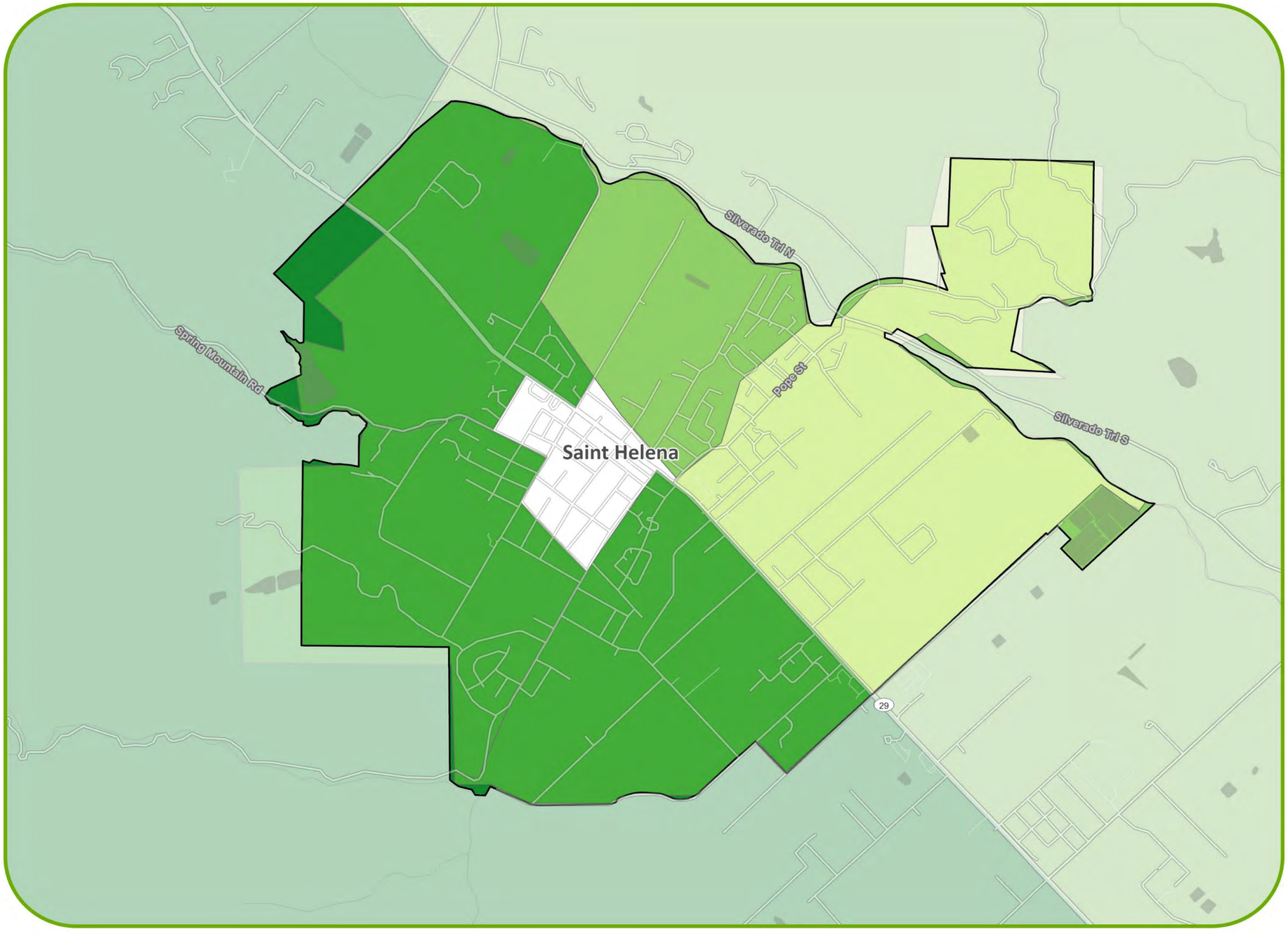

Figure 31:
TCAC Opportunity Areas – Economic (St. Helena)

City Boundary
(R) TCAC Opportunity Areas (2021) - Economic Score - Tract
Economic Domain Score (by region)
- < 0.25 (Less Positive Economic Outcome)
- 0.25 - 0.50
- 0.50 - 0.75
- > 0.75 (More Positive Economic Outcome)
- No Data

ST. HELENA CALIFORNIA

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

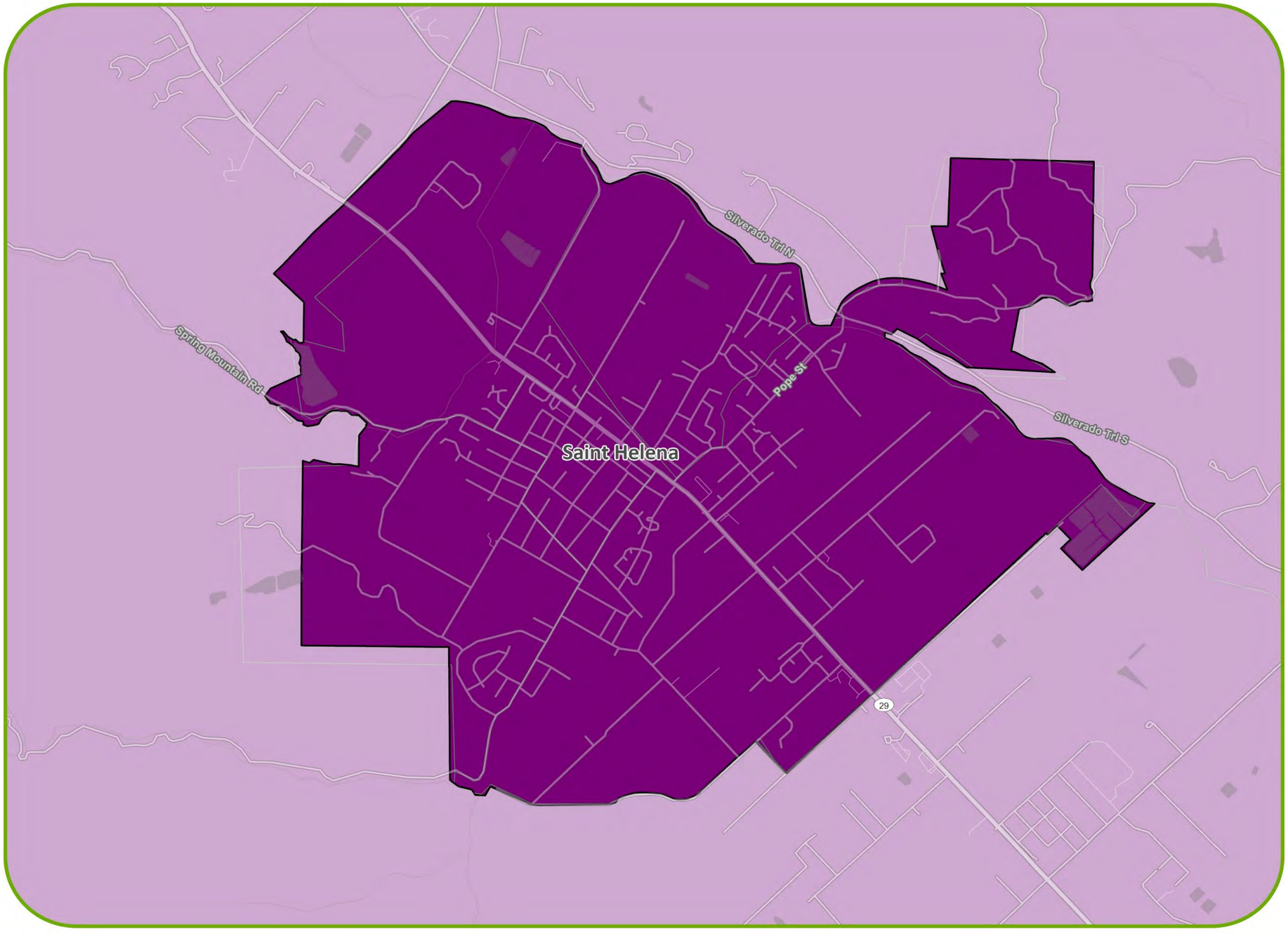

Figure 32:
Job Proximity Index (St. Helena)

City Boundary
(A) Jobs Proximity Index (HUD, 2014 - 2017) - Block Group
Index Score
< 20 (Furthest Proximity)
20 - 40
40 - 60
60 - 80
> 80 (Closest Proximity)

ST. HELENA CALIFORNIA

0 0.2 0.4 N
Miles

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

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3.6.10 Healthy Environment

Access to a healthy environment is necessary for communities within a city to thrive. Healthy environment analysis considers patterns in the disparities found within individual neighborhoods and protected area groups. These disparities can vary in a number of categories, including air quality, water quality, safe neighborhood, environmental hazards, social services, and cultural institutions. Recent California laws, AB 1550, Senate Bill (SB) 535 and SB 1000 emphasize the importance of environmental justice as a fair housing issue. Environmental Justice, as defined by HUD, means ensuring the environment and human health are protected fairly for all people regardless of race, color, national origin, or income, and consideration the means by which federally assisted projects may have disproportionately adversely affect human health or the environmental on minority and low income populations.[69] The California Office of Environmental Health Hazard Assessment developed the California Communities Environmental Health Screening Tool (CalEnviroScreen) a screening methodology to help identify California communities disproportionately burdened by multiple sources of pollution called. High scoring census tracts tend to be more burdened by pollution from multiple sources and are most vulnerable to its effects, taking into account their socioeconomic characteristics and underlying health status.

3.6.11 Regional Trends

The CalEnviroScreen map for Napa County identifies the degree to which communities are considered burdened by pollution. Figure 33 below shows the pollution burden for Napa County, representing the potential exposure to pollutants and resulting adverse environmental conditions. The more urban areas on the western side of the county have a higher pollution burden, especially within and to the south of the City of Napa. Figure 34 shows TCAC Opportunity Map for environmental outcomes in the county. Similar to the CalEnviroScreen map, the TCAC Opportunity Map shows that the western areas of the county have less positive environmental outcomes compared to the eastern areas of the county. This may be caused by the mountains flank the valley which block wind flow and trap pollution. Additionally, the western and central areas of the county have a higher concentration of people, traffic, and agriculture which produces greater levels of pollution and pesticides. Eastern areas of the county tend to be forested and are less populated

3.6.12 Local Trends

Pollution Burden in St. Helena is lower than many other areas in the county, as shown in Figure 35. However, the eastern areas of the city have a slightly higher pollution burden (overall score of 40) compared to the rest of the city, with high burdens of pesticides, cleanups, and groundwater threats. The western areas have a slightly lower burden (overall score of 33) with high burdens of pesticides, cleanups, groundwater threats, and solid waste. Pesticide use is considered high throughout the city, likely due to pesticide applications on nearby vineyards. There are two cleanup sites located within the city including one site with an active dry-cleaning business and one site with a manufactured gas plant that was dismantled in 1930. These two cleanup sites are also sources that pose groundwater threats to the city. A

[69] *HUD, 2021. https://www.hudexchange.info/programs/environmental-review/environmental-justice/*

third cleanup site is located outside the city limits, southeast of the city, with a food market that has detected high pesticides in the soil beneath the building. A solid waste facility is located in the eastern area of the city which may potentially expose neighboring communities to environmental burdens such as odor, pests, and truck traffic. The southern and eastern areas of the city have a higher pollution burden, which corresponds with areas with higher ethnic diversity, higher populations with a disability, and lower median incomes discussed in the previous sections.

Figure 36 shows the TCAC Opportunity map for environmental outcomes in the City of St. Helena. The southern and eastern areas of the city have less positive environmental outcomes compared to the western areas.

3.7 Disproportionate Housing Needs

Disproportionate housing needs generally refers to a condition in which there are significant disparities in the proportion of members of a protected class experiencing a category of housing need when compared to the proportion of members of any other relevant groups, or the total population experiencing that category of housing need in the applicable geographic area. For purposes of this definition, categories of housing need are based on such factors as cost burden and severe cost burden, overcrowding, homelessness, and substandard housing conditions

3.7.1 Housing Cost Burden

Housing cost burden is defined as the proportion of a household's total gross income spent on housing costs. Households that spend at least 30 percent of their total gross income on housing costs (rent, mortgage, utilities, and other housing-related costs) are considered cost burdened, and households spending over 50 percent on housing costs are considered severely cost burdened. The higher the housing cost burden, the more likely residents are to live in overcrowded and substandard conditions and are less likely to afford to relocate. Low-income households and persons in protected classes disproportionately experience severe housing problems. Housing problems are households that have one or more of the following problems: lacks a complete kitchen facility, lacks complete plumbing facility, a household that is overcrowded, or a household that is cost burdened.

3.7.2 Regional Trends

Figure 37 shows areas of Napa County where renter households overpay for housing (spend more than 30 percent of household income on housing costs). Overpayment by renters is a widespread issue across the county, especially in the more urban areas of the county as well as the northeast and southeast areas of the county. Similar to overpayment by renters, overpayment by homeowners is common throughout the county, highlighting that the costs of housing are too high for both renters and homeowners. Figure 38 shows areas of the county where homeowners overpay for housing, which is most prevalent in the urban areas of the county as well as the northwest and southeast areas of the county.

3.7.3 Local Trends

Housing cost burden among renters is widespread in St. Helena. Figure 39 shows that 40 to 60 percent of renters overpay for housing in all areas of the city. Additionally, data from HUD's Comprehensive Housing Affordability Strategy (CHAS) indicates lower income households are disproportionately overpaying for housing.

Lower-income households experience higher cost burden than moderate income and above households in St. Helena. Approximately 41 percent of extremely low-income households (those earning 30 percent or less of the local area median income (AMI)) are considered severely cost burdened (spend 50 percent or more of their income on housing). Both renters and owners experience cost burden in St. Helena, with higher proportions of lower income households spending greater than 30 percent or 50 percent on housing. Table 7 shows housing cost burden of lower income households in St. Helena. Generally, a higher percentage of renters than owners experience cost burden, however, more owners than renters experience severe cost burden.

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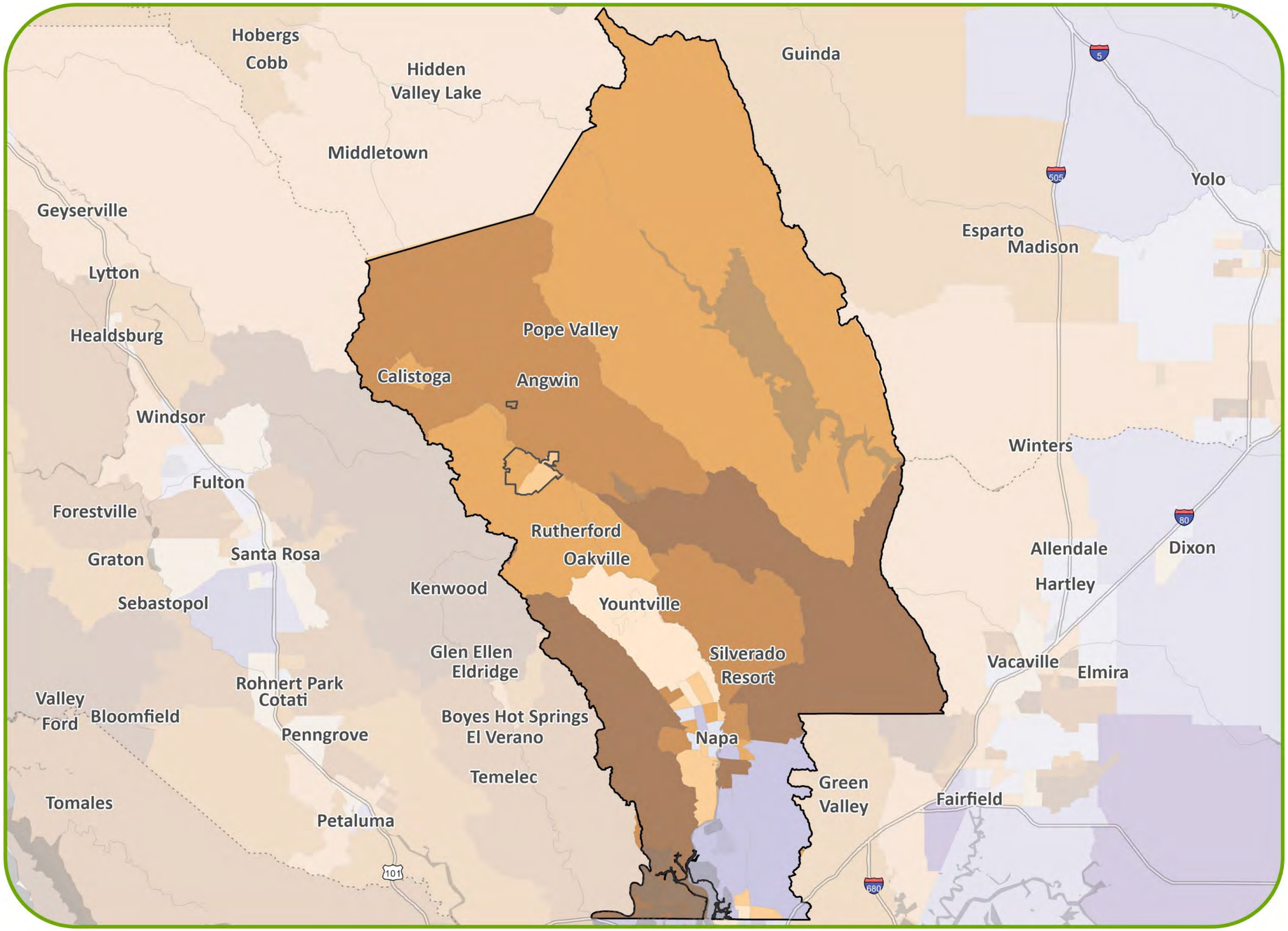

Figure 33: CalEnviroScreen 4.0 Percentile Scores (Napa County)

City Boundary
County Boundary
(A) CalEnviroScreen 4.0, 2021 - Tract
CalEnviroScreen 4.0 Percentile
1 - 10% (Lowest Scores)
11 - 20%
21 - 30%
31 - 40%
41 - 50%
51 - 60%
61 - 70%
71 - 80%
81 - 90%
91 - 100% (Highest Scores)

ST. HELENA CALIFORNIA

0 3 6
Miles

N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

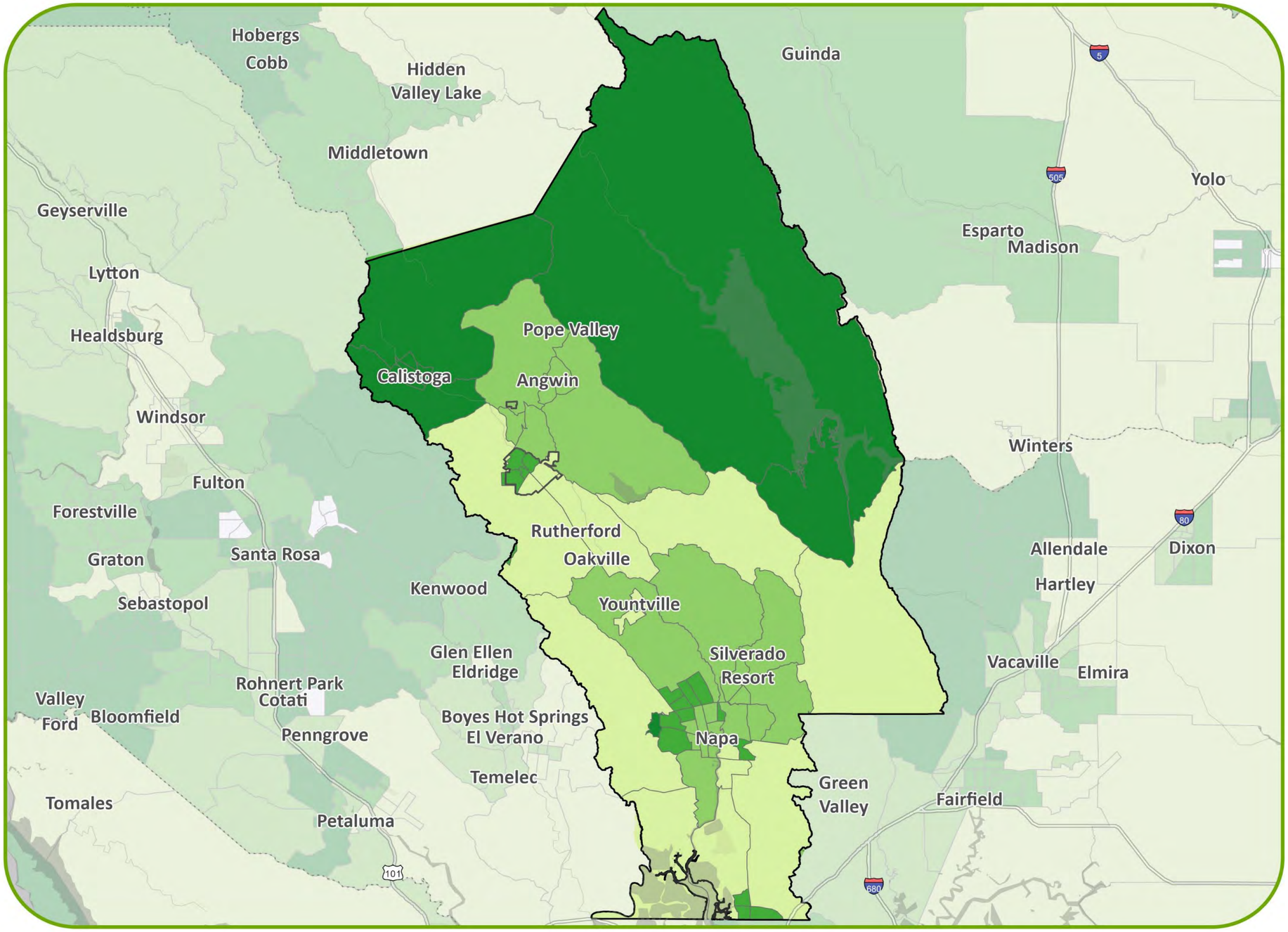

Figure 34:
TCAC Opportunity Areas – Environment (Napa County)

City Boundary
County Boundary
(R) TCAC Opportunity Areas (2021) - Environmental Score -Tract
Environmental Domain Score
< .25 (Less Positive Environmental Outcomes)
.25 - .50
.50 - .75
.75 - 1 (More Positive Environmental Outcomes)
No Data

ST. HELENA CALIFORNIA

0 3 6 Miles N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

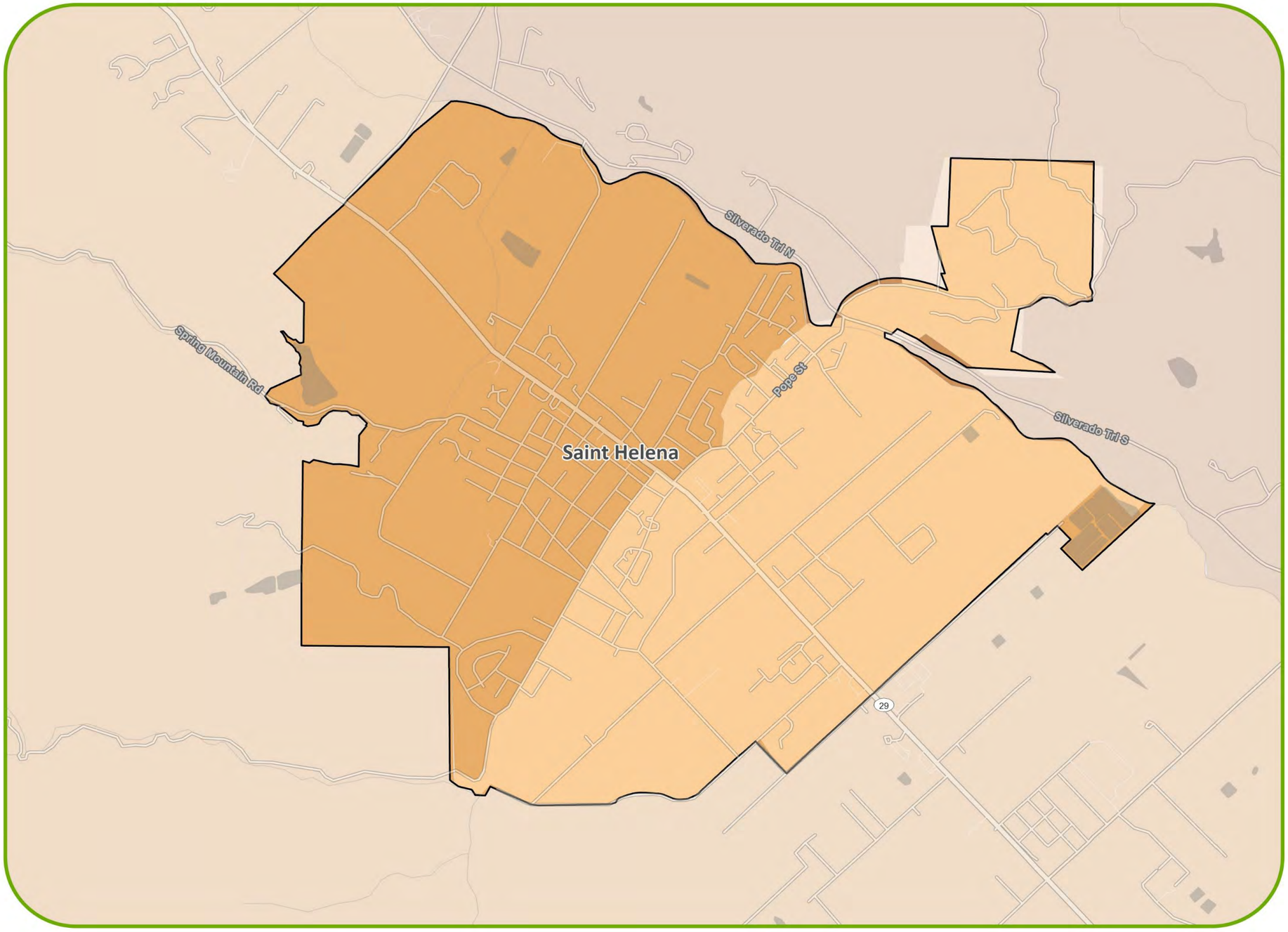

Figure 35: CalEnviroScreen 4.0 Percentile Scores (St. Helena)

City Boundary
(A) CalEnviroScreen 4.0, 2021 - Tract
CalEnviroScreen 4.0 Percentile
- 1 - 10% (Lowest Scores)
- 11 - 20%
- 21 - 30%
- 31 - 40%
- 41 - 50%
- 51 - 60%
- 61 - 70%
- 71 - 80%
- 81 - 90%
- 91 - 100% (Highest Scores)

ST. HELENA CALIFORNIA

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

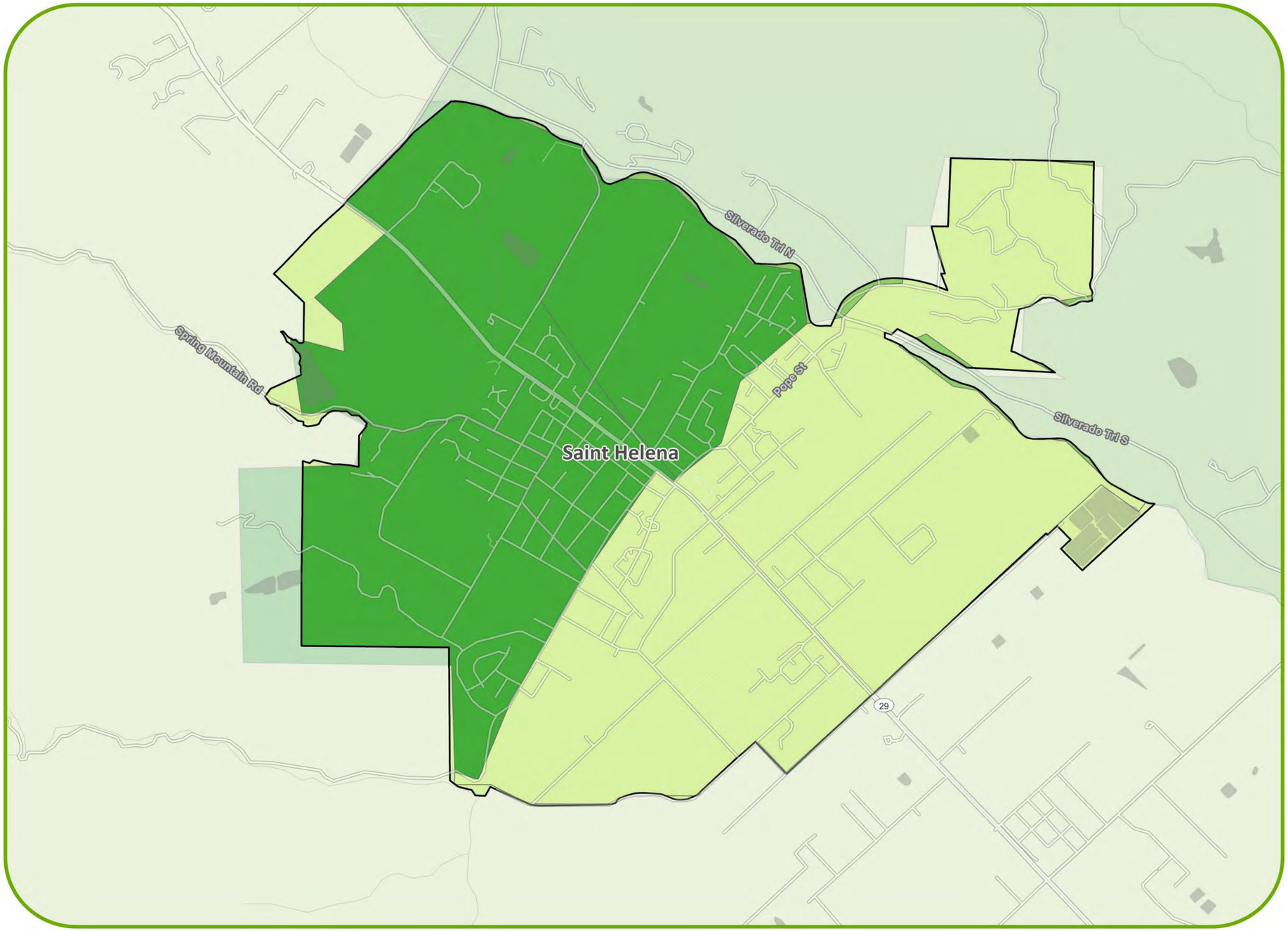

Figure 36: TCAC Opportunity Areas – Environment (St. Helena)

City Boundary
(R) TCAC Opportunity Areas (2021) - Environmental Score -Tract
Environmental Domain Score
< .25 (Less Positive Environmental Outcomes)
.25 - .50
.50 - .75
.75 - 1 (More Positive Environmental Outcomes)
No Data

ST. HELENA CALIFORNIA

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

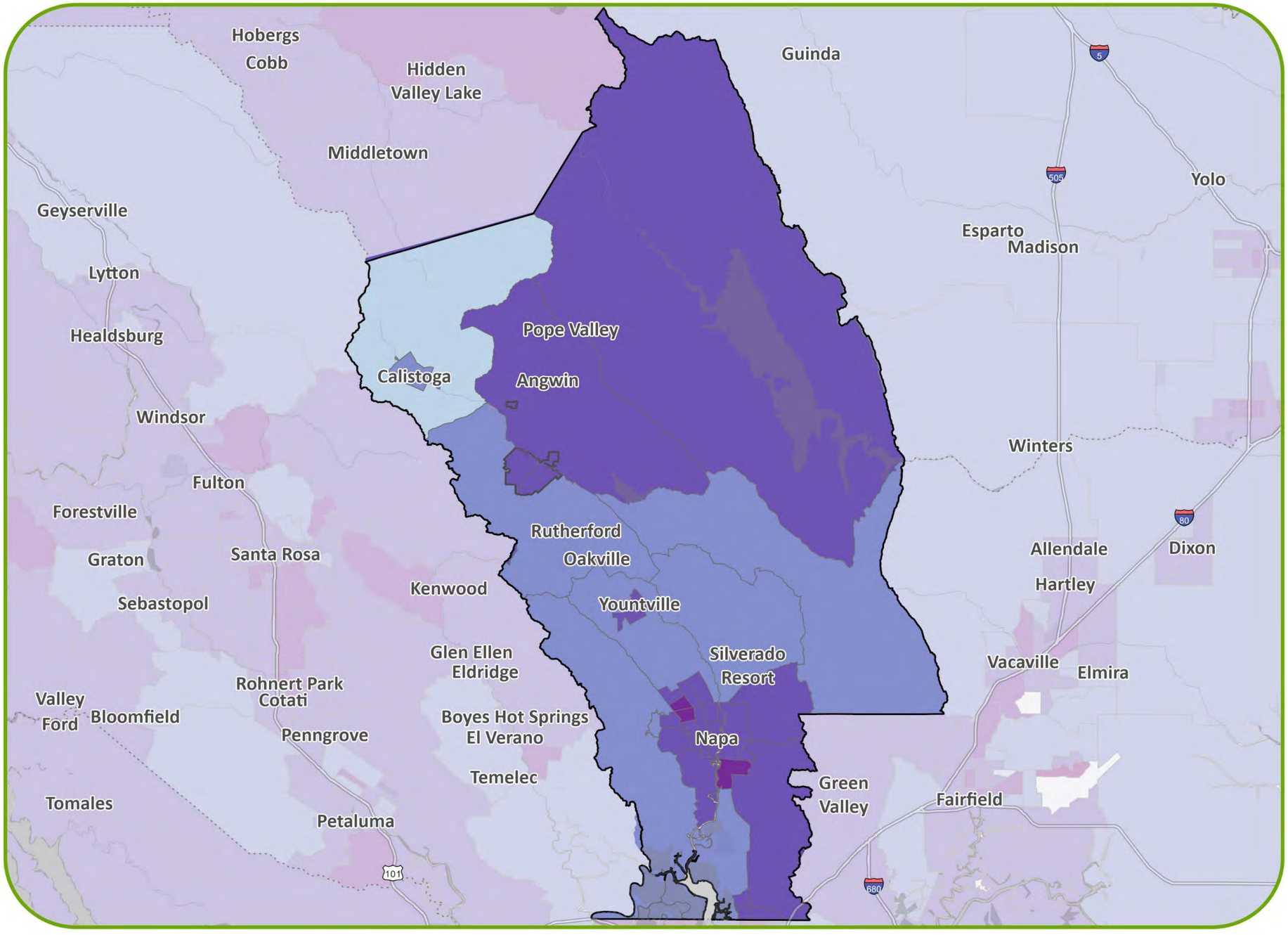

Figure 37: Overpayment By Renters (Napa County)

City Boundary
County Boundary
(R) Overpayment by Renters (ACS, 2015 - 2019) - Tract
Percent of Renter Households for whom Gross Rent (Contract Rent Plus Tenant-Paid Utilities) is 30.0 Percent or More of Household Income
< 20%
20% - 40%
40% - 60%
60% - 80%
> 80%

ST. HELENA CALIFORNIA

0 3 6 Miles N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

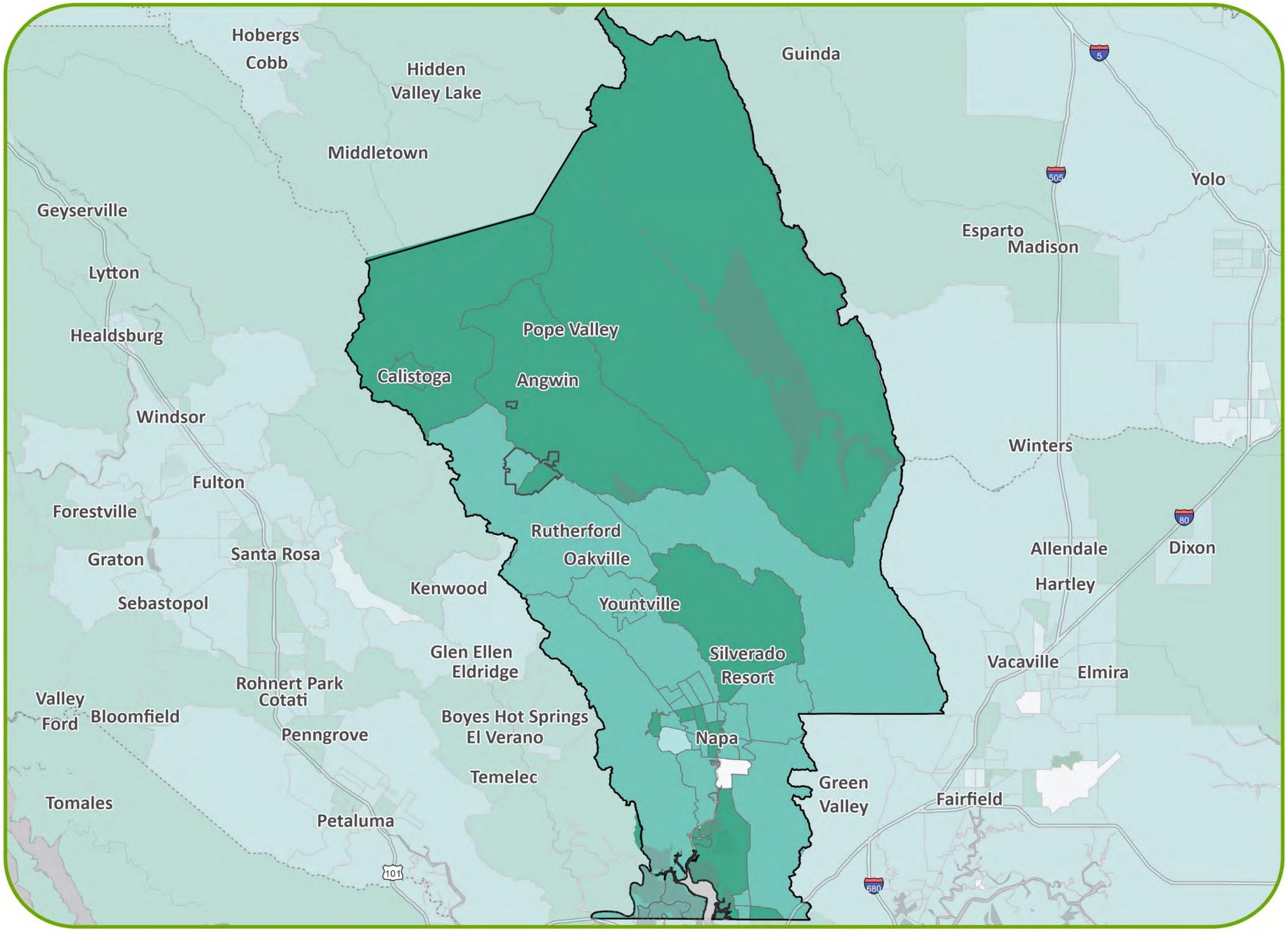

Figure 38: Overpayment By Homeowners (Napa County)

City Boundary

County Boundary

(R) Overpayment by Home Owners (ACS, 2015 - 2019) - Tract

Percent of Owner Households with Mortgages whose Monthly Owner Costs are 30.0 Percent or More of Household Income

- < 20%
- 20% - 40%
- 40% - 60%
- 60% - 80%
- > 80%

ST. HELENA CALIFORNIA

0 3 6 Miles

N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

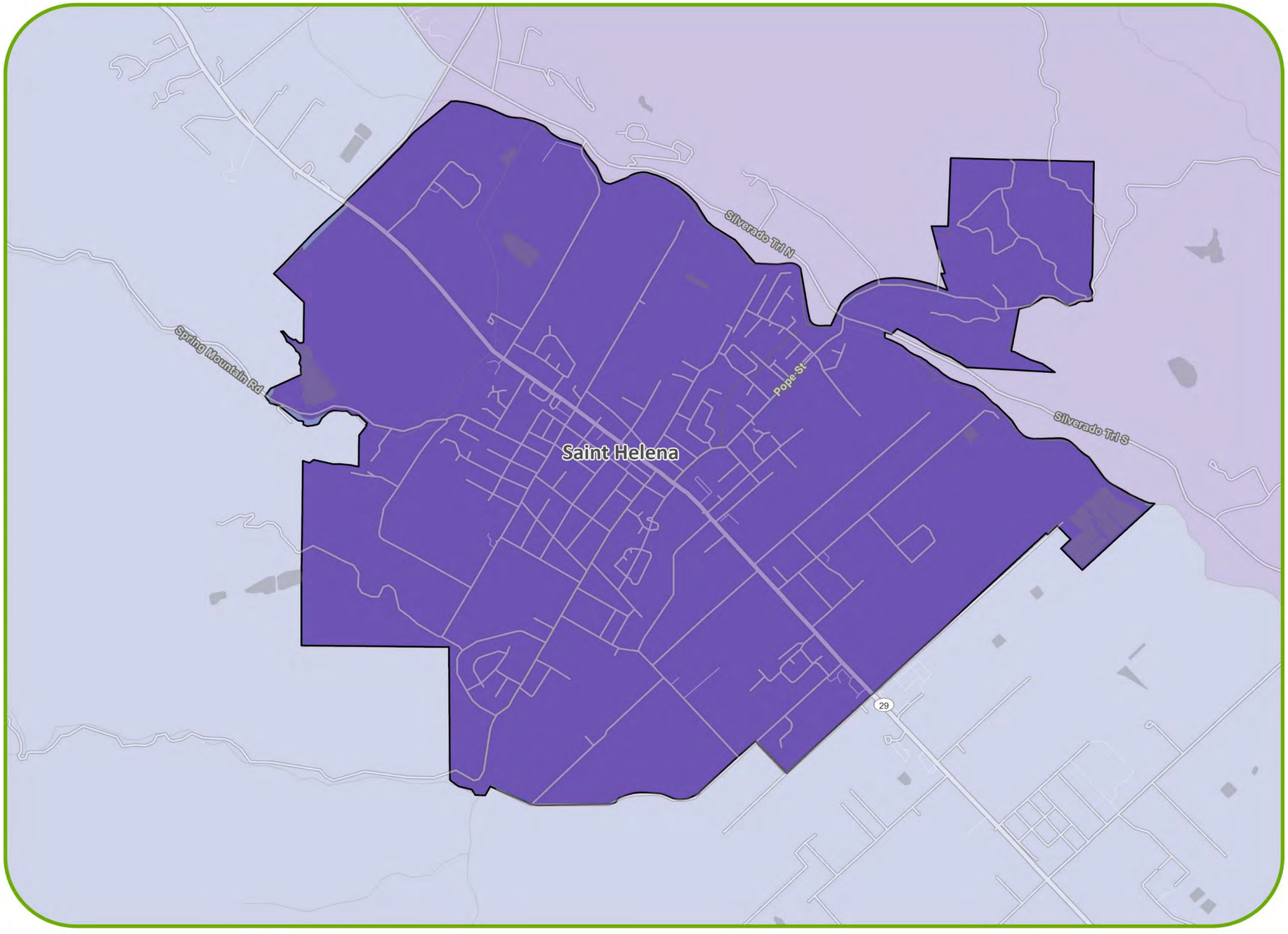

Figure 39: Overpayment By Renters (St. Helena)

City Boundary
(R) Overpayment by Renters (ACS, 2015 - 2019) - Tract
Percent of Renter Households for whom Gross Rent (Contract Rent Plus Tenant-Paid Utilities) is 30.0 Percent or More of Household Income
< 20%
20% - 40%
40% - 60%
60% - 80%
> 80%

ST. HELENA CALIFORNIA

0 0.2 0.4 N
Miles

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

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Table 7 Housing Cost Burden of Lower-Income Households (2014-2018)

Household by Type, Income, and Housing Problem	Renters	Percent	Owners	Percent	Total Households	
Extremely Low-Income (0-30 % AMI)	185		160		345	
With Cost Burden >30%	100	54.1%	105	65.6%	205	59.4%
With Cost Burden >50%	50	27.0%	90	56.3%	140	40.6%
Very Low-Income (0-30 % AMI)	240		105		345	%
With Cost Burden >30%	195	81.3%	70	66.7%	265	76.8%
With Cost Burden >50%	35	14.6%	40	38.1%	75	21.7%
Low-Income (51-80 % AMI)	145		160		305	%
With Cost Burden >30%	100	69.0%	85	53.1%	185	60.7%
With Cost Burden >50%	40	27.6%	60	37.5%	100	32.8%
Moderate & Above Income (>80% AMI)	500		1,105		1,605	%
With Cost Burden >30%	133	26.6%	205	18.6%	338	21.1%
With Cost Burden >50%	8	1.6%	60	5.4%	68	4.2%
Total	1,070	41.2%	1,530	58.8%	2,600	%

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2014-2018

3.7.4 Substandard Housing

HUD considers housing units to be "standard units" if they are in compliance with local building codes. Substandard housing is housing that poses a risk to the health, safety, or wellbeing of its occupants or neighbors, includes housing that does not have operable indoor plumbing, electricity, or heat. Housing age can be an important indicator of housing condition in a community. Like any other tangible asset, housing is subject to gradual physical or technological deterioration over time. If not properly and regularly maintained, housing can deteriorate and discourage reinvestment, depress neighboring property values, and eventually impact the quality of life in a neighborhood. Typically, housing over 30 years old is more likely to have rehabilitation needs that may include new plumbing, roof repairs, foundation work, and other repairs. Some older housing units may have health risks such as lead paint and asbestos. Housing issues such as mold may elevate health conditions such as asthma.

3.7.5 Regional Trends

In Napa County approximately 73 percent of all housing units were built before 1990. These older units potentially require minor repairs and modernization improvements. Figure 41 shows the approximate break down by age of housing units.

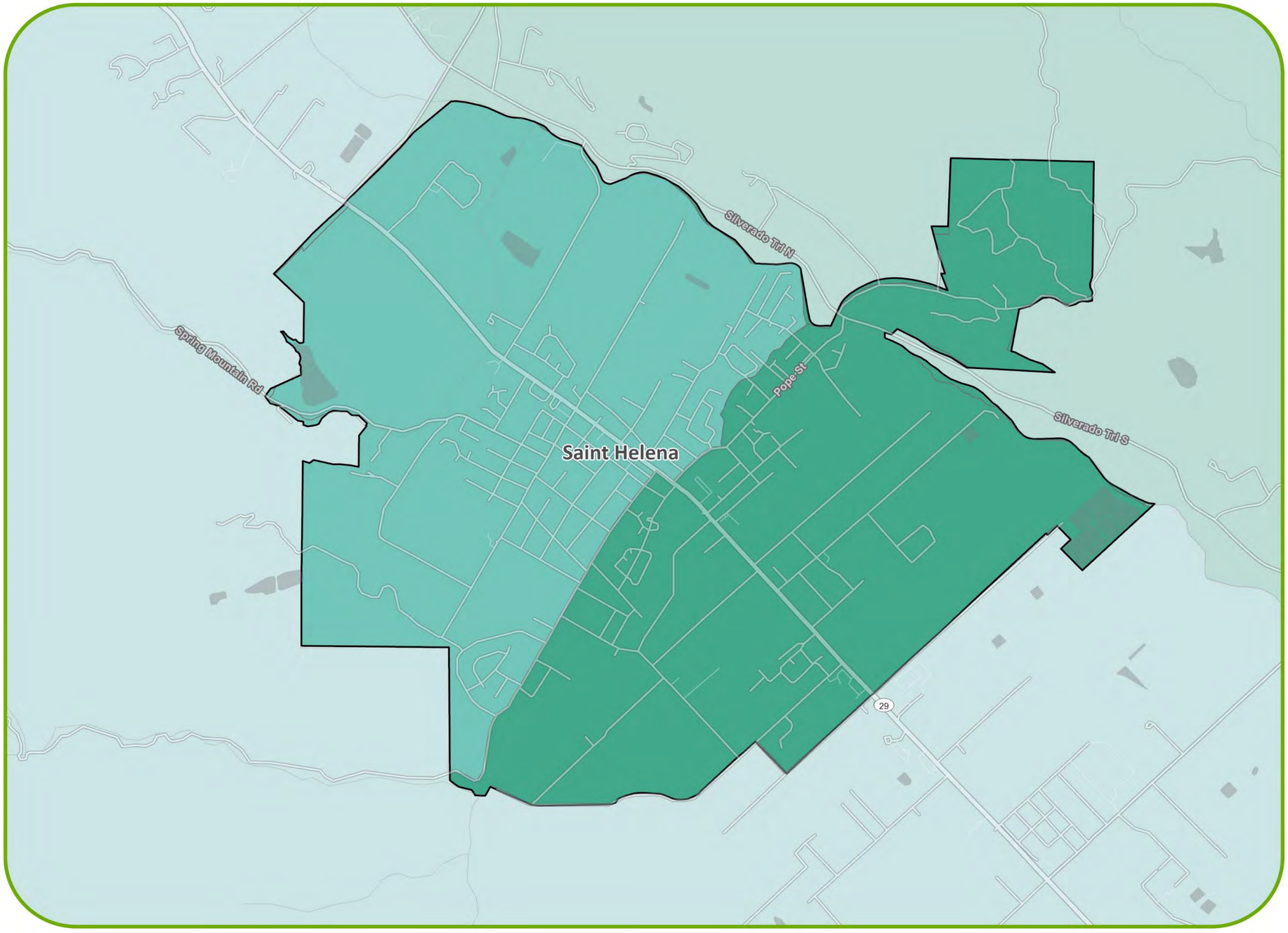

Figure 40: Overpayment By Homeowners (St. Helena)

City Boundary

(R) Overpayment by Home Owners (ACS, 2015 - 2019) - Tract

Percent of Owner Households with Mortgages whose Monthly Owner Costs are 30.0 Percent or More of Household Income

- < 20%
- 20% - 40%
- 40% - 60%
- 60% - 80%
- > 80%

ST. HELENA CALIFORNIA

0 0.2 0.4 N
Miles

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

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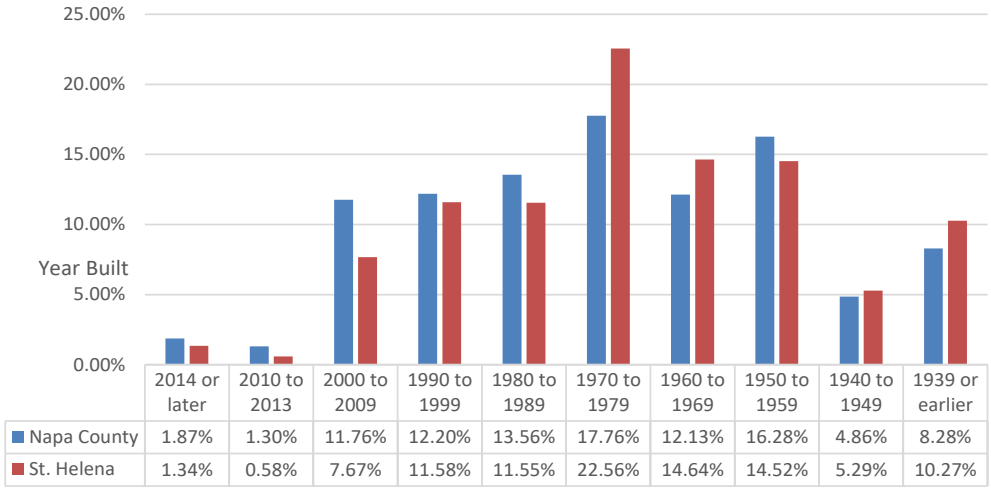
Figure 41 Housing Stock Age (2015-2019)



	2014 or later	2010 to 2013	2000 to 2009	1990 to 1999	1980 to 1989	1970 to 1979	1960 to 1969	1950 to 1959	1940 to 1949	1939 or earlier
Napa County	1.87%	1.30%	11.76%	12.20%	13.56%	17.76%	12.13%	16.28%	4.86%	8.28%
St. Helena	1.34%	0.58%	7.67%	11.58%	11.55%	22.56%	14.64%	14.52%	5.29%	10.27%

Source: Bureau of the Census, American Community Survey, 2015-2019

The County of Napa has a total of 881 substandard housing units, approximately 2 percent of the total occupied units in the county. A housing unit is considered substandard if it lacks complete plumbing or kitchen facilities. Of the 881 substandard units, approximately 15 percent lacked complete plumbing facilities and 85 percent lacked complete kitchen facilities. Table 8 shows a breakdown of the number of substandard housing units in Napa County and St. Helena. In the past, lack of telephone service was also an indicator of housing conditions. Today, with the widespread availability of cell and internet phone services, many households have chosen not to install land line telephone services, and availability of telephone service is no longer considered an indicator of substandard housing conditions.

Table 8 Substandard Housing Units (2019)

Condition	Napa County		St. Helena	
Lacking complete plumbing facilities	128	0.26%	0	0.00%
Lacking complete kitchen facilities	753	1.55%	83	3.07%
Total	48705		2702	

Source: Bureau of the Census, American Community Survey, 2015-2019.

3.7.6 Local Trends

As shown above in Figure 41, approximately 79 percent of the city's housing stock was built prior to 1990, potentially requiring minor repairs and modernization improvements.

Table 8 shows 83 units, about 3 percent of the St. Helena's housing stock, are considered substandard. All identified substandard units lacked complete kitchen facilities.

3.7.7 Homelessness

"Homelessness," as defined by HUD, describes an individual, who is not imprisoned or otherwise detained, who:

- Lacks a fixed, regular, and adequate nighttime residence; and
- Has a primary nighttime residence that is:
  - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
  - An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Throughout Napa Country, homelessness has become an increasingly important issue. Factors that contribute to the rise in homelessness include a lack of housing affordable available for low- and moderate-income households, increases in the number of persons whose incomes fall below the poverty level, reductions in public subsidies, and lack of support for persons with extreme developmental, physical, and mental disabilities.

3.7.8 Regional Trends

Napa County's 2020 Point-In-Time Count indicated there were 464 persons experiencing homelessness in the county on any given night; mostly in the City of Napa. This is an increase from 322 persons in the 2018 Point-In-Time Count.

3.7.9 Local Trends

The number of homeless persons in St. Helena is unknown as the 2020 Point-In-Time Count does not include a breakdown of the homeless population by jurisdiction. Based on St. Helena's share of the countywide population, 3.9 percent, it is estimated the City's homeless population is approximately 18 persons.

3.7.10 Overcrowding

Overcrowding is defined as housing units with more than one person per room (including dining and living rooms but excluding bathrooms and kitchen) and severe overcrowding refers to more than 1.5 persons per room. Large families generally have special housing needs due to lower per capita income, the need for affordable housing, or the need for larger units with three or more bedrooms, resulting in overcrowding. Some households may not be able to accommodate high-cost burdens for housing and accept smaller housing or reside with other individuals or families in the same home. Potential fair housing issues emerge if non-traditional households are discouraged or denied housing due to a perception of overcrowding.

Household overcrowding is reflective of various living situations such as a housing unit that is inadequately sized to meet a household's needs, the necessity or desire to have extended family members reside in an existing household, or unrelated individuals or families share a single housing unit.

Not only is overcrowding a potential fair housing concern, but it can also potentially strain physical facilities and the delivery of public services, reduce the quality of the physical environment, contribute to a shortage of parking, and accelerate the deterioration of homes. As a result, some landlords or apartment managers may be more hesitant to rent to larger households, thus making access to adequate housing even more difficult. According to local fair housing service providers and property managers, addressing the issue of large households is complex as there are no set of guidelines for determining the maximum capacity for a unit. Fair housing issues may arise from policies aimed to limit overcrowding that have a disparate impact on specific racial or ethnic groups with higher proportion of overcrowding.

3.7.11 Regional Trends

In Napa County, approximately 6 percent of occupied housing units are overcrowded. As shown in Figure 42, overcrowded housing is most prevalent in the cities of Napa and Calistoga. The City of Napa has the highest percentage of overcrowded units. Certain areas within the city have between 14 and 36 percent of households that are overcrowded. Rural areas experience less overcrowding, and some rural areas have no overcrowded or severely overcrowded units.

Table 9 shows the percentage of housing units that are overcrowded. Renter-occupied households had a larger proportion of overcrowded households in the county.

Table 9 Overcrowding by Tenure

Jurisdiction	Overcrowded (1+ occupants per room)			Severely Overcrowded (1.5+ occupants per room)		
	Renter	Owner	Total	Renter	Owner	Total
St. Helena	9.26%	1.57%	4.74%	1.44%	1.01%	1.18%
Napa County	11.92%	2.99%	6.18%	3.50%	0.64%	1.66%

Source: Table B25014 Tenure by Occupants Per Room 2015-2019 ACS. Bureau of the Census, American Community Survey, 2015-2019.

3.7.12 Local Trends

Based on 2015-2019 ACS estimates, approximately five percent of households in St. Helena are overcrowded, compared to 6 percent for the county as a whole. As shown in Table 9,a higher proportion of renter households are overcrowded than owned households in St. Helena. Figure 43 shows the percent of overcrowded households throughout the city, no concentrated areas overcrowding of households are shown. ACS estimates indicate overcrowding is a more common housing issue for Hispanic/Latino households than White households where approximately 20 percent Hispanic/Latino households in St. Helena are overcrowded compared to three percent of White households.

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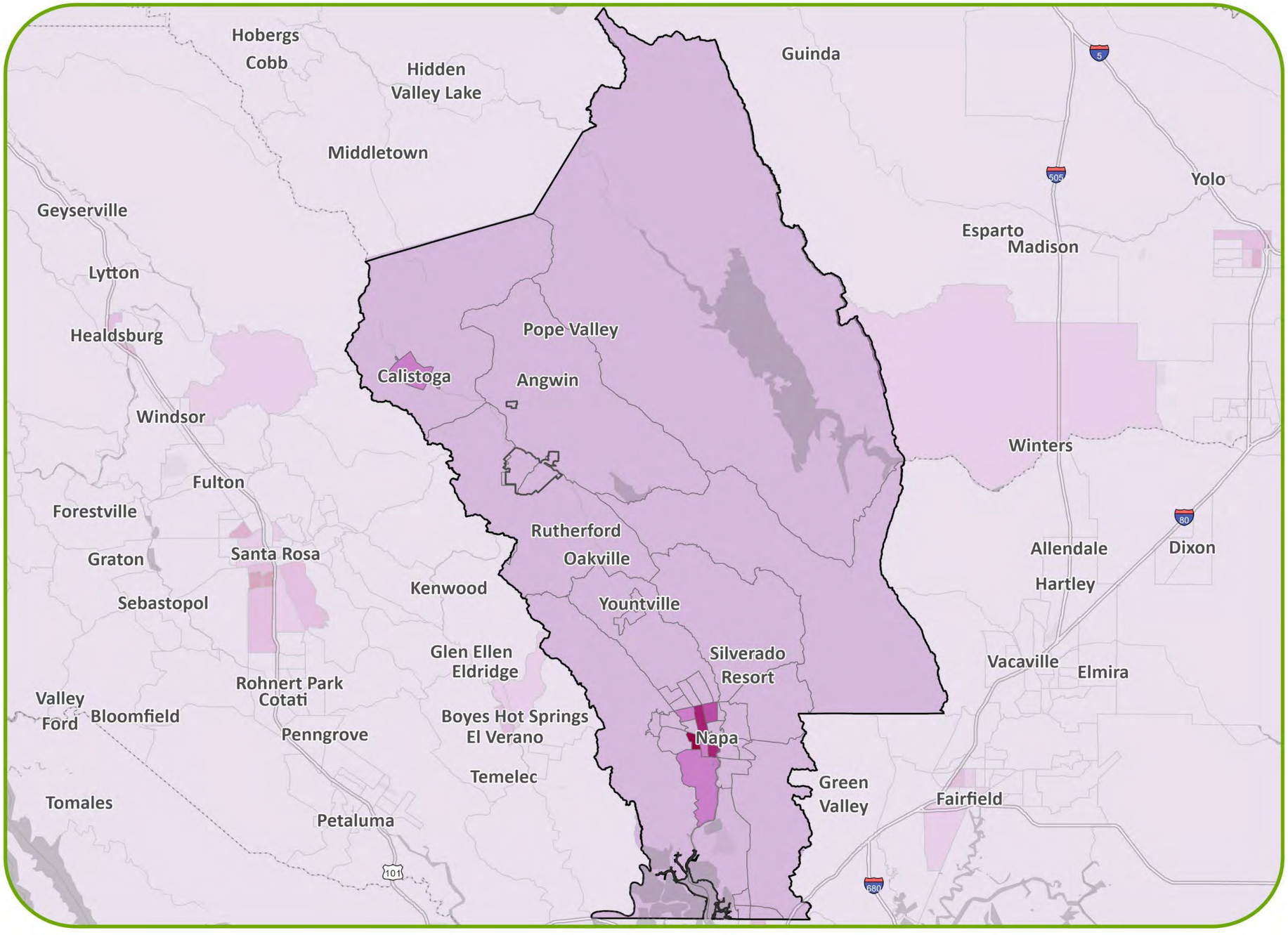

Figure 42: Overcrowded Households (Napa County)

City Boundary
County Boundary
(R) Overcrowded Households (CHHS) - Tract
Percent of Overcrowded Households
≤ 8.2% (Statewide Average)
8.3% - 12%
12.01% - 15%
15.01% - 20%
> 20%

0 3 6 Miles N

County of Napa, Yolo County, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, California Department of Housing and Community Development.

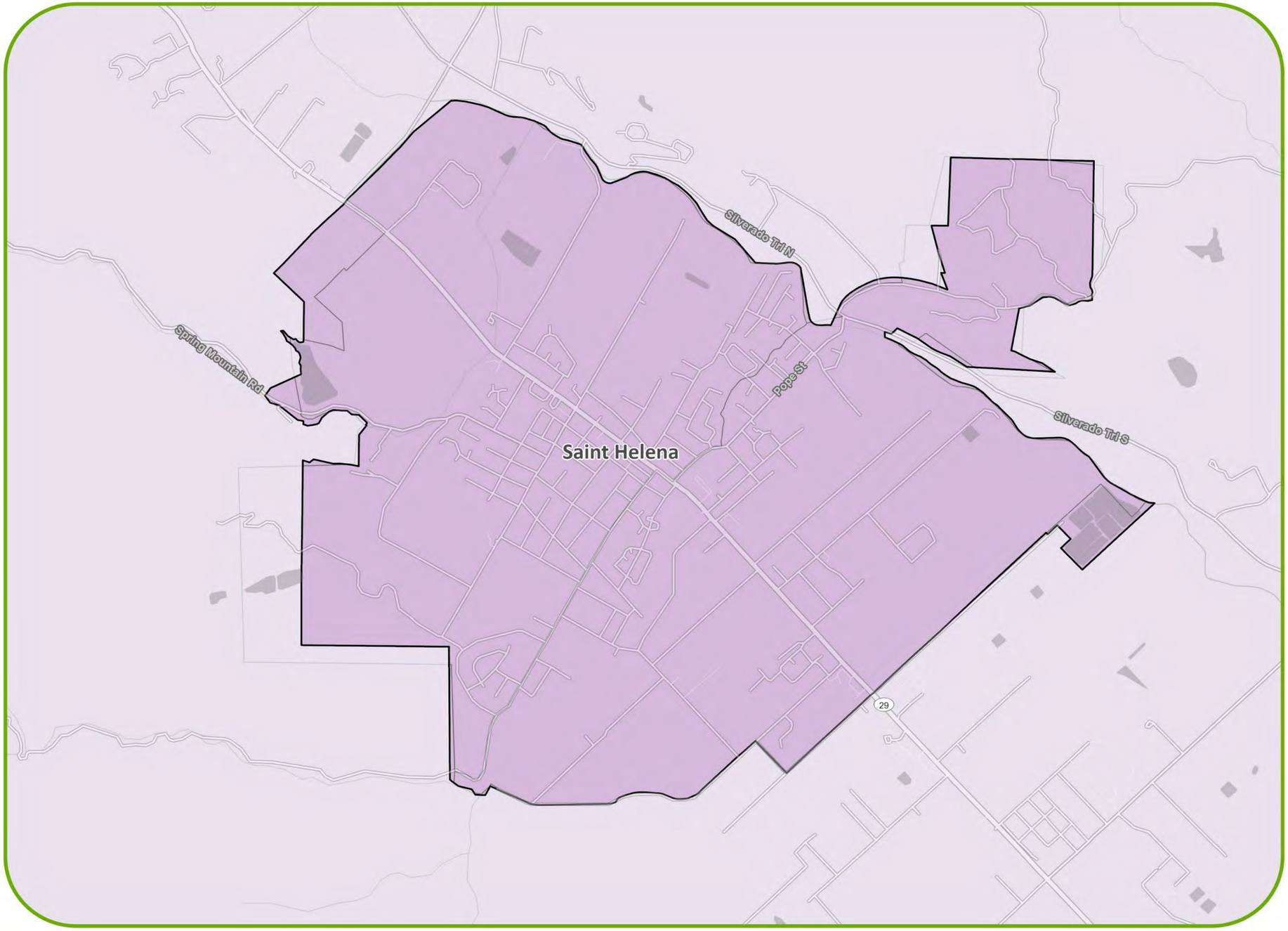

Figure 43: Overcrowded Households (St. Helena)

City Boundary
(R) Overcrowded Households (CHHS) - Tract
Percent of Overcrowded Households
≤ 8.2% (Statewide Average)
8.3% - 12%
12.01% - 15%
15.01% - 20%
> 20%

ST. HELENA CALIFORNIA

0 0.2 0.4 Miles N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

3.7.13 Displacement

Displacement, as defined by HCD, is used to describe any involuntary household move caused by landlord action or market changes. Shifts in neighborhood composition are often framed and perpetuated by established patterns of racial inequity and segregation. Movement of people, public policies, and investments, such as capital improvements and planned transit stops, and flows of private capital can lead to displacement. Displacement is fueled by a combination of rising housing costs, rising income inequality, stagnant wages, and insufficient market-rate housing production. Decades of disinvestment in low-income communities, coupled with investor speculation, can result in a rent gap or a disparity between current rental income of the land, and potentially achievable rental income if the property is converted to its most profitable use. These processes can disproportionally impact people of color, as well as lower income households, persons with disabilities, large households, and persons at-risk or experiencing homelessness.[70]

3.7.14 Regional Trends

The Urban Displacement Project (UDP) is an initiative out of the University of California, Berkeley that conducts data-driven research to better understand gentrification and displacement in order to generate more equitable and inclusive cities. UDP provides data to identify "sensitive communities," communities that are vulnerable to displacement caused by housing costs or with market-based displacement pressures within or near the community. As shown in Figure 44 below, portions of the cities of Napa and Calistoga are identified as sensitive communities by UDP. These communities are also more racially/ethnically diverse and have lower household median income compared to other areas of the county.

3.7.15 Local Trends

UDP did not identify any areas within St. Helena that are considered vulnerable to displacement, as shown in Figure 45. However, research from the University of California Berkeley indicates that 42.0 percent of households in St. Helena live in neighborhoods susceptible to or experiencing displacement.

[70] *HCD. 2021. https://www.hcd.ca.gov/community-development/affh/docs/affh_document_final_4-27-2021.pdf*

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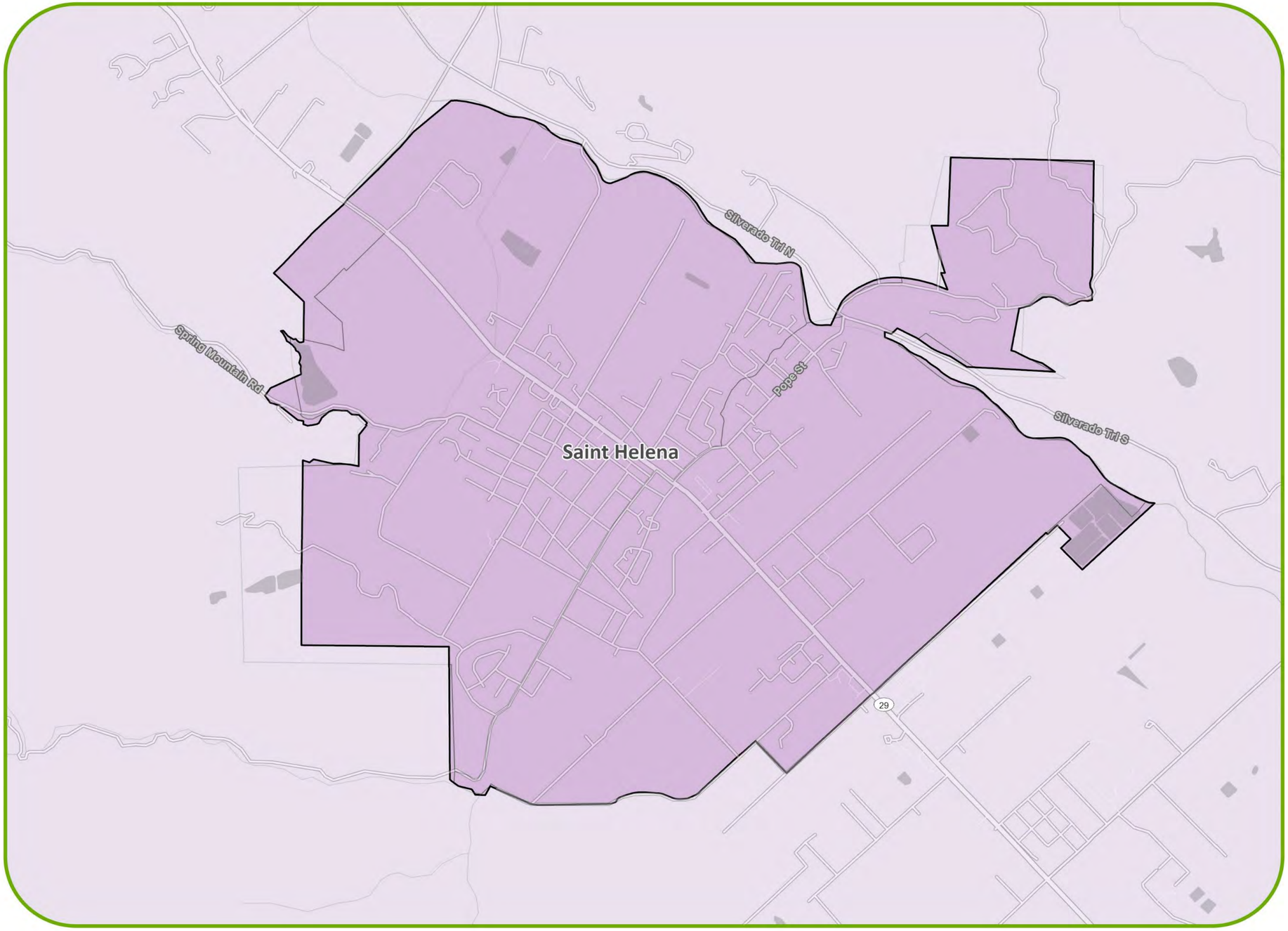


Figure 44: Sensitive Communities (Napa County)

City Boundary

(R) Overcrowded Households (CHHS) - Tract

Percent of Overcrowded Households

- ≤ 8.2% (Statewide Average)
- 8.3% - 12%
- 12.01% - 15%
- 15.01% - 20%
- > 20%

0 0.2 0.4 Miles

N

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

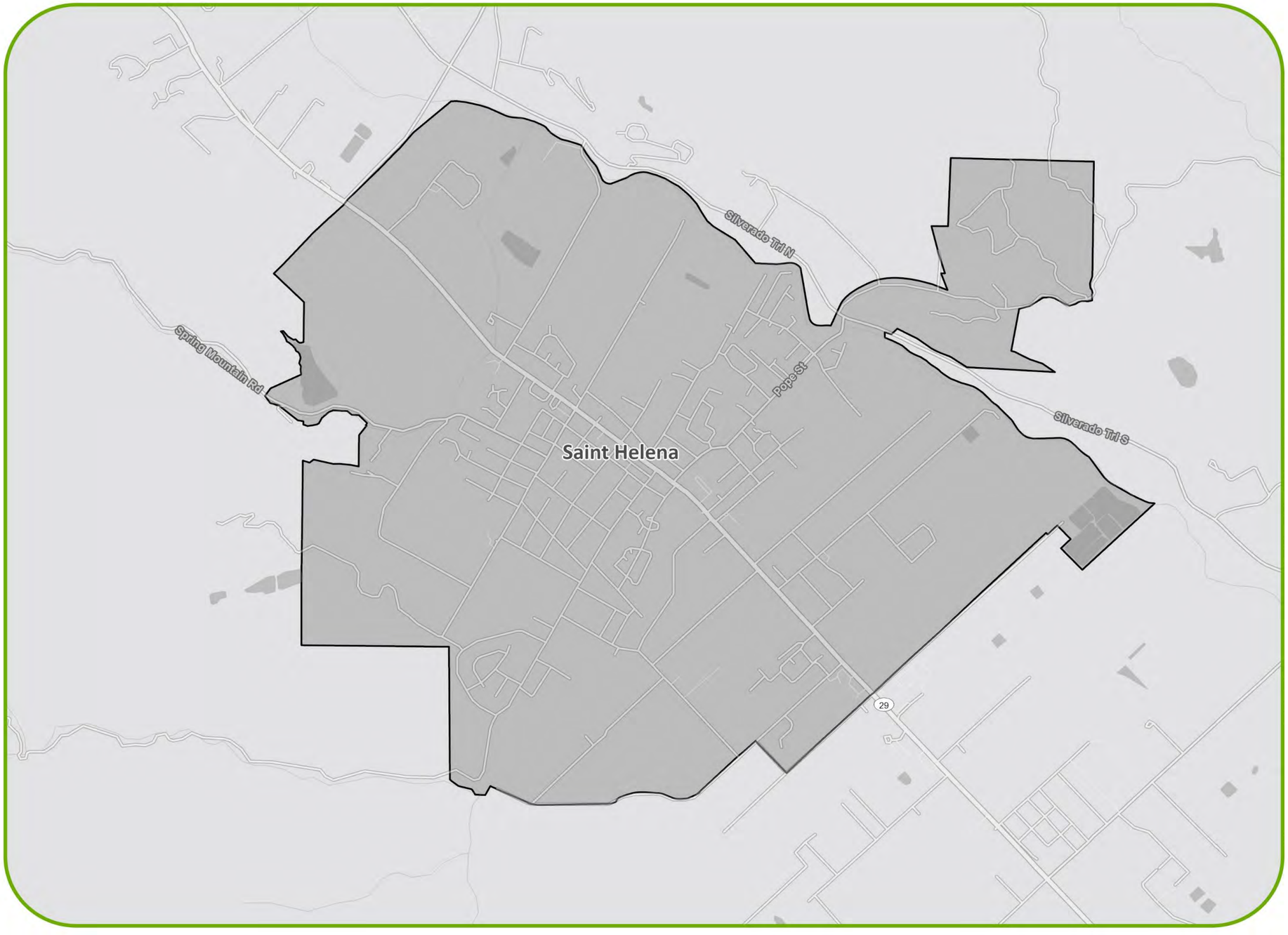


Figure 45:
Sensitive Communities (St. Helena)

City Boundary
(A) Sensitive Communities (UCB, Urban Displacement Project)
Vulnerable
Other

ST. HELENA
CALIFORNIA

0 0.2 0.4 N
Miles

County of Napa, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, California Department of Housing and Community Development.

4. Local Area of Knowledge

The AFFH analysis identified the eastern portion of St. Helena as generally experiencing more fair housing issues than other areas of the city. Fair housing issues in this area include higher levels of minority populations, low and moderate median income, overpayment of housing, higher median rent, and lower economic and environmental outcomes. The predominant population in this area of the city is White, however it has the highest non-White population of all areas within the city. Additionally, this area has a higher proportion of persons living with a disability compared to other areas. Overall, the eastern portion of the city is a moderate resource area, the same as the rest of the city. Some factors that could play into the trends seen in the data could be the location of existing retirement and older adult living facilities. The population living within these communities are, many time, fixed income and more often single-headed households. In addition, most of the city's high density land use and housing is located in this eastern portion of the city, which tends to be the housing type most affordable to lower income residents and single-parent households. As part of the Housing Element, the City is committing to improving the number of affordable units city-wide. In addition, with the recently adopted General Plan, the city envisions the redevelopment of Main Street within the eastern portion of the city with new, mixed-use development to increase economic opportunities and investments in this area.

4.1 Local Actions and Policy Efforts

In 2018, the City funded the 2018 St. Helena Housing Update Report, a housing analysis study that identified contributing factors to housing challenges in St. Helena. The report identified that residents believe new housing development primarily occurs east of Highway 29, however according to the report the majority of new construction was located west of Highway 29. In addition, the report also identified community opposition as a challenge to housing development in the city, leading to delays and increased project costs. Community members often desire to maintain the rural character of the city and are very concerned with how new development will impact surrounding neighborhoods.[71]

In October of 2020, the City Council adopted the Resolution 2020-105: Affirming that Discrimination and Systemic Racism Constitute A Public Health Crisis Causing Disparities in Mental Wellbeing, Language Access, Housing, Economic Development, Health, and Criminal Justice Experience, and Reaffirming Its Commitment to Advancing Justice, Equity, Diversity, and Inclusion in the City. This resolution commits the City to erasing barriers to opportunities to minority populations, including housing. The Staff Report to City Council for Resolution 2020-105 recommends actions to address racial equity and social justice in the community, including providing Spanish translation for City Council and Planning Commission meetings, provide all City communication in Spanish and reviewing adopted by other cities that promote inclusivity and access to affordable housing.

[71] 2018. St. Helena Housing and Community Report. https://www.cityofsthelena.org/sites/default/files/fileattachments/planning_resources/page/3395/staff_report-white_paper.pdf

The City also prepared a Diversity, Equity, and Inclusion Strategy to outline the City's efforts towards diversity, equity and inclusion, and social justice. The strategy includes actions such as creating a Diversity, Equity and Inclusion Committee to discuss topics, including housing and racial justice, and offering live Spanish interpretation for regular and special City Council and Planning Commission meetings. The City continues to provide Spanish interpretation for City Council and Planning Commission meetings.

4.2 Stakeholder Input

The City held three housing workshops to receive feedback from the community on housing issues and the Housing Element Update (on September 16, 2021, January 20, 2022, and March 16, 2022). During these workshops, participants frequently brought up concerns regarding the lack of affordable housing for lower income households and the "missing middle" as well as the need to support affordable home ownership. AFFH related concerns included the high cost of housing, transportation accessibility, ADU trends (specifically that ADUs tend to be utilized as vacation rentals and not housing).

4.2.1 Other Relevant Factors

Other factors to fair housing issues in St. Helena that have not been previously discussed in this analysis include lack of sufficient housing for farmworkers, availability of affordable units in a range of sizes, access to transportation, access to home ownership. These contributing factors limit the accumulation of wealth and access to housing resources in historically marginalized communities.

4.2.2 Farmworker Housing

An estimated between 6,000 and 9,000 farmworkers are employed Napa County. Sufficient affordable housing options are lacking for farmworkers who are often lower income and have special housing needs, such as seasonal housing. The number of farmworkers employed in St. Helena is unknown, however the city's central location with regard to vineyards and wineries throughout the county would imply a number of farmworkers are employed in proximity to the city.

4.2.3 Access to Transportation

St. Helena's public transportation system is operated by Vine Transit which operates one bus route (Route 10) in the city. Route 10 has four stops in the city, however all four stops are along the main road, State Route 29. Areas of the city located further north or south are more than 0.25 miles from a bus stop. This bus route connects the City of Napa and the City of Calistoga where connections to destinations further north or south can be made. Residents who live or work in St. Helena have limited options for traveling via public transit, potentially limiting their housing options.

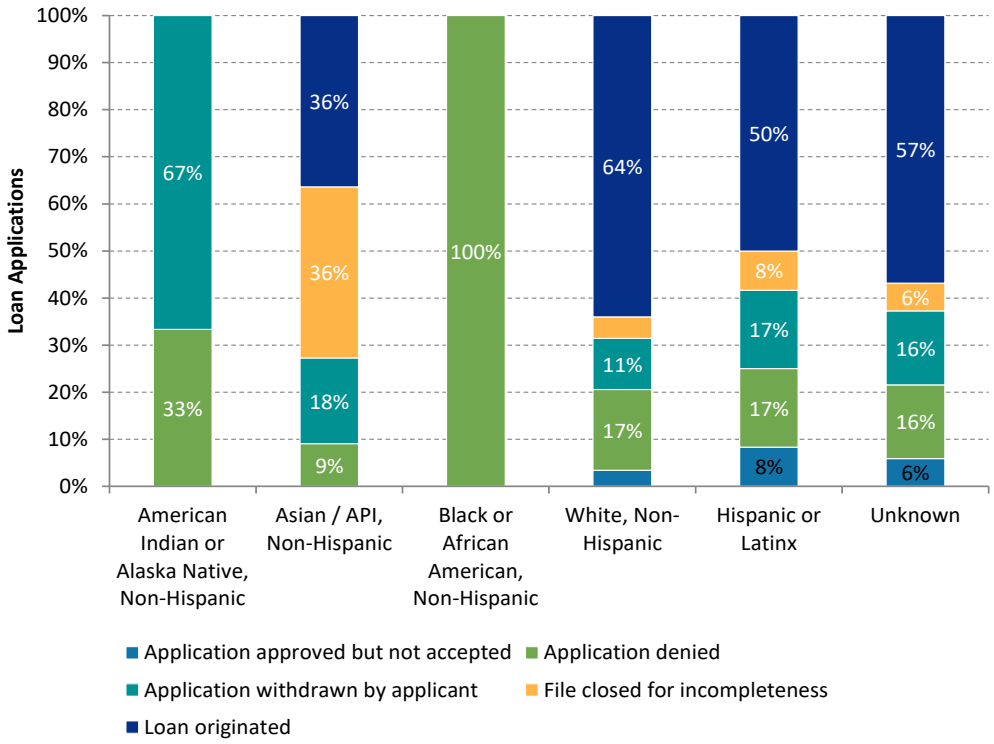
4.2.4 Access to Home Ownership

Increasing housing costs has produced a barrier to home ownership for St. Helena residents. As of December 2020, Zillow reported typical home values in St. Helena were estimated at $1,665,790, much

higher than the typical home value in Napa County, which is estimated at $768,410. Typical home values reflect the value of homes in the 35th to 65th percentile range. Home values have been consistently on the rise since 2000 (with the exception of the recession). This trend has made it more difficult for residents, especially lower income residents, to afford homes. Affordable housing projects in the city generally consist of rental units, which do not provide opportunities for lower income residents to own homes.

Mortgage application filing and acceptance data from 2018-2019 indicates there are racial/ethnic disparities among homeownership opportunities for residents in Napa County. As shown in Figure 46, 64 percent of White, Non-Hispanic applicants and 50 percent of Hispanic/Latinx had their loan originated, compared to 36 percent of Asian/ API applicants, 0 percent of Black/African American, and 0 percent of American Indian/Alaska Native applicants.

Figure 46 Mortgage Applications and Acceptance by Race



Source: Federal Financial Institutions Examination Council's (FFIEC) Home Mortgage Disclosure Act loan/application register (LAR) files

4.2.5 Opposition to New Development

According to the 2018 St. Helena Housing Update Report, city residents are "deeply concerned with maintaining the rural character of town" and therefore residents generally oppose housing projects that are perceived to changing neighborhood character. Many previous and ongoing multi-family housing projects

have been met with comments and concern from community members regarding environmental impacts, such as increases in water demand and increases in traffic as well as impacts to existing neighborhoods and community character.

4.2.6 Location of New Housing

Some residents of the city feel the city is segregated between east and west of Main Street, where the west side of the city consists of a greater percentage of White, affluent residents while the east side of the city has a greater percentage of non-White and low-income residents. In addition, residents have stated that the multi-family housing in the city is located in the eastern area. According to the 2018 St. Helena Housing Update Report, the majority of new construction over the last 10 years has been west of Highway 29.[72] The Magnolia Oaks housing development consists of 44 multi-family housing units, 10 of which are affordable to low-income residents. While this project is located just west of Highway 29, other recently multi-family projects have been constructed on the east along McCorkle Avenue. The City is in the process of adopting a new Zoning Ordinance to be consistent with the 2040 General Plan, which would permit duplexes and triplexes within the MR District (see Program H-N). This would create additional housing choices and affordability levels in the MR Districts on the western side of the city. In addition, Programs H-BB, H-EE, and H-XXwould implement placemaking strategies to outreach and work with the more diverse and older populations living in the east due to the historic development patterns.

5. Sites Inventory Analysis

5.1 Opportunity Areas

HCD and TCAC opportunity maps identify areas throughout the state whose characteristics support positive economic (low poverty, high employment, high median household income), educational (reading and math proficiency, high school graduation rates, low student poverty rates), and environmental outcomes (low exposure to pollution). A census tract with a designation of high resource would indicate there are strong educational and economic opportunities, meaning opportunity for current and future residents.

According to the 2022 TCAC Opportunity Map, the entire city is considered an area of moderate resource. However, the eastern portion of the city has a higher percentage of non-White residents, lower household median income., higher percentage of cost burden among renters and owners, and less positive economic and environmental outcomes compared to the rest of the city. These demographic And socio-economic patterns influenced the locations of potential lower income sites in the city.

[72] Erica Skylar. 2018. St. Helena Housing Update Report. https://www.cityofsthelena.org/sites/default/files/fileattachments/planning_resources/page/3395/staff_report-white_paper.pdf

5.2 Improved Conditions

According to the 2022 TCAC Opportunity Map, the entire city is considered an area of moderate resource. Demographic and socio-economic spatial patterns show that census blocks with low- and moderate-income households, greater Hispanic/Latino populations, and higher rates of housing problems are located throughout the eastern half of the city. Sites that accommodate housing unit densities appropriate for lower-income units are scattered around the city. Sites that can accommodate most of the lower income units are located in the western and southern part of the city, which has a higher household median income and more positive economic and environmental outcomes. Approximately 38 percent of the total proposed units and 36 percent of the proposed lower-income units planned for in the sites inventory (Appendix B) are located in the eastern part of the city, which has a higher percentage of low- and moderate-income populations and non-White residents. .

Figure 47 shows the site inventory in relation to the TCAC Opportunity Map. Sites proposed within the eastern area of the city are diverse with a mix of lower income and non-lower income sites. Lower income sites spread across the city. Site 7 (821 Pope Street) and Site 8 (882 and 886 College Avenue) have 50% lower income units and 50% moderate income units. The rest of the proposed lower income sites are 100% lower income units.

5.2.1 Exacerbated Conditions

The northern and eastern parts of the city contain block groups considered moderate resource with a higher concentration of Hispanic/Latino population, higher percent of renter occupied units, higher percentage of overpayment by residents, less positive economic outcomes, and higher pollution burden compared to the moderate and high resource areas of the city. According to California Housing Partnership data, all federal and State subsidized housing within St. Helena is in moderate resource areas in the northern and eastern portions of the city. The Sites Inventory does not exacerbate conditions in vulnerable areas of the city by identifying sites that can accommodate lower income units throughout the city. Additionally, one underutilized site was identified that could accommodate above moderate units in the eastern part of the city, which has a higher percentage of non-White residents and cost burden and lower economic and environmental outcomes.

5.2.2 Racially/Ethnically Concentrated Areas of Poverty and Affluence

There are no racially/ethnically concentrated areas of poverty or affluence identified in St. Helena. However, eastern areas of the city have a larger population of Hispanic/Latino residents as well as LMI populations compared to other areas of the city. In contrast, western areas of the city have higher concentrations of White residents, higher median incomes, and lower concentration of LMI populations. Sites feasible for lower income housing were identified in these affluent areas.

5.2.3 Access to Opportunity

The city is categorized into 2 census tracts, both of which are considered moderate resource. Housing units in the sites inventory are not disproportionately concentrated in different resource areas, and the sites identified in the eastern areas are scattered on vacant and underutilized parcels to facilitate the development of lower- and above moderate-income units.

5.2.4 Disproportionate Housing Needs

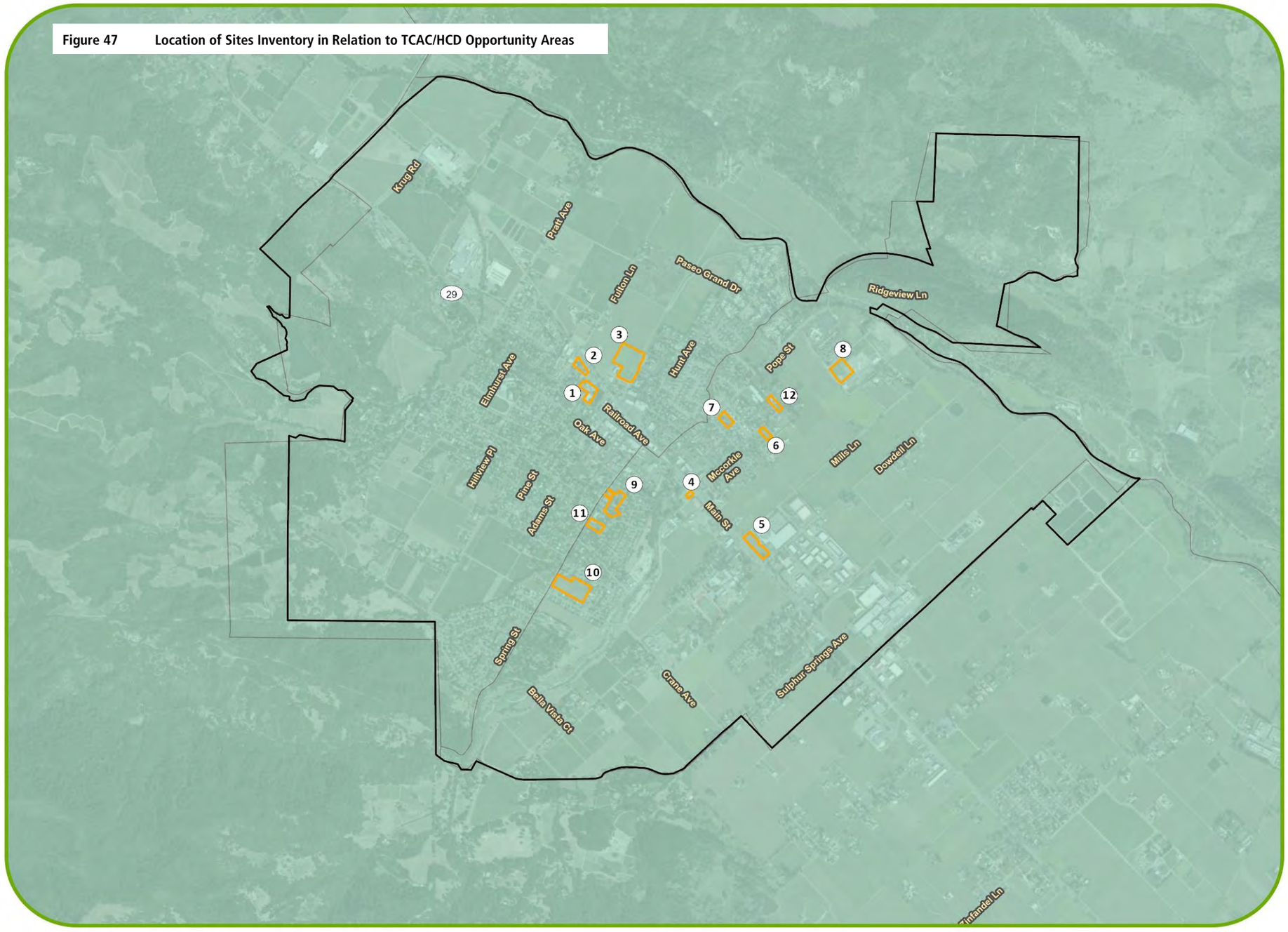
The fair housing assessment found a need for affordable housing for people with disabilities and adequate low-income households. The City incentivizes the development of extremely low-, very low-, low-, and moderate-income housing by reducing development fees and relaxing development standards to incentivize housing development. The City may also assist in acquiring and assembling property, subsidizing on-site and off-site improvements, and assisting in relocation activities as well as clearing and demolition.

5.2.5 Subsidized Housing

In 2019, approximately 1,105 households received Housing Choice Vouchers in the County of Napa, with 10 households receiving rental assistance and 6 households on the wait list in St. Helena.[73] The AFFH Data Viewer does not have data on Housing Choice Vouchers for St. Helena.

[73] *City of Napa Housing Authority's Annual Report Housing Services Agreement, 2019, https://www.cityofsthelena.org/sites/default/files/fileattachments/planning_resources/page/3395/2018-2019_housing_services_annual_report.pdf*

Figure 47 Location of Sites Inventory in Relation to TCAC/HCD Opportunity Areas



City Boundary
Selected Sites
TCAC Opportunity Areas (2022)
Highest Resource
High Resource
Moderate Resource
Low Resource
High Segregation & Poverty
Missing/Insufficient Data

1 - 1480 Main Street
2 - 1572 Railroad Avenue
3 - Adams Street
4 - 905 Main Street
5 - Main Street (between Mills & Dowdell)
6 - 709 McCorkle Avenue
7 - 821 Pope Street
8 - 882 and 886 College Avenue
9 - 1447 and 1515 Spring Street
10 - Spring Street (between Hudson & Valley View)
11 - 1637 Spring Street
12 - 620 McCorkle Avenue

ST. HELENA CALIFORNIA

0 0.2 0.4 Miles N

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6. Contributing Factors

This assessment of fair housing issues identifies factors that contribute to fair housing issues in the City of St. Helena, as shown in Table 10.

Table 10 Factors that Contribute to Fair Housing Issues

Identified Fair Housing Issue	Contributing Factor	Meaningful Action
Fair housing enforcement and outreach	· Lack of fair housing requirements and information provided to residents · Outreach and communication of services are limited to English · Limited fair housing testing and enforcement	· Participate in FHNV meetings, at least once annually, to coordinate regional responses to housing discrimination issues (Program H-XX)
Lack of affordable housing and displacement of residents	· Increasing rent and house/property costs · Dominance of single family housing · Land use and zoning laws · Availability of affordable units in a range of housing types	· Diversify and expand the housing stock to accommodate the varied housing needs of different groups (Programs H-E, H-H, H-I, H-J, H-W, H-LL) · Pursue down payment and mortgage assistance resources through the Housing Trust Fund or other resources (such as CalHome) for local funding to assist lower and moderate-income residents (Program H-GG) · Development of affordable housing on City-owned sites (Program H-V) · Provide by right approvals for multi-family housing projects that meet objective design and development standards (Program H-V) · At least once annually, provide an information on accessory dwelling units (ADUs) in the city, and target outreach to residents in the high resource

		southwest of Main Street and northeast of Pratt Street (Program H-Q)
Concentration of lower income and minority households in the southeastern areas of the city	· Land use and zoning laws · Location of existing affordable housing	· Prioritize affordable housing in high resource areas southwest of Main Street and northeast of Pratt Street (Program H-V) · Encourage construction and renting of ADUs in high resource areas to increase supply of variety of housing types in the city (Programs H-I, H-R) · Prioritize CIP in the eastern part of the city (Program H-WW) · Revise inclusionary housing ordinance for more lower income units, realistic in-lieu fees, workforce housing, and more on-site housing requirements (Program H-F) · Invest in public infrastructure projects in low and moderate resource areas that improve the quality of life for residents (Program H-WW)
Limited resources for persons with disabilities	· High cost of transportation for persons with disabilities · Lack of ADA compliant sidewalks	· Reduce ridership costs for VineGo paratransit system (Program H-WW) · Work with the County of Napa to carry out the ADA self-Evaluation and transition Plan to remove barriers for persons with disabilities to facilities and programs in Napa County (Program H-WW)

Appendix B: Comments on the Public Review Draft 2023-2031 Housing Element Update

The City received multiple comment letters on the Public Review Draft 2023-2031 Housing Element Update. Comments on the Public Review Draft were received between June 29, 2022, and July 30, 2022. Key changes in response to public input include revisions to various programs and the addition of a new site in the sites inventory.

Response to Comments

In response to these comments, the City has made a number of revisions to the Public Review Draft Housing Element, including:

- 1: Policy Document – Program H-Y: Corrected spelling error and added Voorhees Circle (now program H-Z).
- 1: Policy Document – Policy HE 2.5: Revised language for clarity.
- 1: Policy Document – Program H-C: Urban Limit Line: Deleted program.
- 1: Policy Document – Program H-J: Updated funding sources to include State and Federal programs and grants (now program H-I).
- 1: Policy Document – Program H-M: Zoning to Facilitate Higher Density Housing: Revised for clarity (now program H-N).
- 1: Policy Document – Program H-R: Affordability Requirements for ADU Incentives: Updated text to specify that a regulatory agreement is required (now program H-S).
- 5. Housing Conditions – Key Findings: Added source information for the data presented in the key finding related to Cost Burden
- 5. Housing Conditions – Physical Housing Conditions: Estimated the number of homes in need of rehabilitation.
- 6. Housing Market Conditions – Affordable Home Purchase Prices: Corrected broken references to Table 15.
- 6. Housing Market Conditions – For-Sale Housing: Revised note on Table 15 to clarify that 2021 data was used.

- 11. Housing Resources – Pending and Approved Projects: Revised Table 36 to identify the existing unit at 963 Pope Street as deed restricted.
- 11. Housing Resources – Remaining RHNA: Revised Table 37 to fix incorrect income categorization for 963 Pope Street.
- 11: Housing Resources – Residential Sites Inventory: Added 620 McCorkle (APN 009-502-003) to the available sites inventory.

- 11. Housing Resources – Pending and Approved Projects: Revised Table 36 to identify the existing unit at 963 Pope Street as deed restricted.
- 11. Housing Resources – Remaining RHNA: Revised Table 37 to fix incorrect income categorization for 963 Pope Street.
- 11: Housing Resources – Residential Sites Inventory: Added 620 McCorkle (APN 009-502-003) to the available sites inventory.

July 26, 2022

TO: Members of the City Council and Planning Commission, City of St. Helena

FROM: Jennifer La Liberte, Executive Director

SUBJECT: Housing Element Update, 2023-2031, Public Review Draft

The Board of Directors of Our Town St Helena and I appreciate the opportunity to comment on the draft Housing Element Update (HEU).

General Comments

Pg 1-4 Potential Funding Sources – There does not appear to be consistency among the potential funding sources for the objectives. Some programs list specific potential sources (though the lists should be expanded) and some list only staff time. It appears this could be related to how current programs are funded. Federal, state, county, local, and private funding sources would seem appropriate for each objective that requires development and construction funding. Also, if detailed funding sources are to be included, then US Department of Agriculture Rural Development should be added.

Pg. 1-6 Throughout the document (beginning on page 1-6), much of the cited data is outdated and does not accurately reflect today's market conditions. For example, the HEU states "typical contract rent for an apartment in St. Helena was $1,470 in 2019," and to avoid being cost burdened, a renter would need to earn $59,160. According to the Napa County 2021 Affordable Housing Needs Report (May 2021) produced by the California Housing Partnership, the average asking monthly rent in Napa County is $1,948 and renters need to earn $77,916 to avoid being cost burdened. Since St. Helena tends to be at the top of the market for Napa County, it's safe to assume (and observe) that those figures are even higher. Marcus & Millchap publishes a quarterly Bay Area multi-family market report that identifies mean rents by county by unit type which would be more accurate even if not specific to St Helena. We know that a typical two-bedroom market rate unit in good condition is renting for $2,100-$2,650 plus utilities, and three-bedrooms in very good condition are at approximately $3,000 per month.

Pg.1-11 How were the specific quantified objectives derived under each of the programs and how do they relate to each other? There appears to be significant overlap in

these objectives. Example: farmworker housing and very low-income housing could be the same housing; senior housing could be incorporated into a low-income project. The Quantified Objectives Summary Table on 1-40 page provides the totals but not the logic in how the quantities were broken out.

Pg. 1-17 "The City will explore possible incentives for building attached market rate housing units for rent and for sale" which is great, but it ought not take five years to explore incentives. And what action comes after exploration? Similarly, why will it take four years to study potential modifications to the Zoning Code to facilitate higher density housing, etc., when the City is already updating the Zoning Code and the HE and should be fairly versed in what changes are needed? Is it possible to make incremental changes? For example, an immediate step the City could take is to remove the conditional use permit requirement in multi-family zones to streamline the process for developers.

Page 1-25 Change Murietta to Marietta. Note: Some Voorhees Circle homes that have not changed hands are also at-risk for conversion.

Pp. 2-23 Beginning on page 2-23, Joe is Joe McGrath, Jordan is Jordan Bentley, Mary Stevenson is Mary Stephenson, John is John Sales, Jennifer Le Liberte is Jennifer La Liberte, and Steve is Steve Goldfarb.

Page 2-57 Employment – what did the unemployment rate increase to? Table 3, under 2010 for Napa County, the comma is in the wrong place.

Page 2-82 Vacant units -- It would be useful to state how many people could be housed in these units which comprise 17.4 percent of the housing stock. If the rental vacancy rate is 3.1 percent and ownership vacancy rate is 5.3 percent, what constitutes the delta (17.4 minus 3.1 minus 5.3)?

Page 2-83 Cost burden – for the last paragraph, what is the time period this data represents?

Page 2-84 How does the fact that an overwhelming portion of our existing housing stock is 40 to 80 years old correlate with the City's preservation goals?

Page 2-88 Table 14 – how many of the permitted units from 2015-2019 have been built?

Page 2-96 Home values – how is "typical home value" defined? Zillow is the cited source, which is providing listing prices, not value. Based on current listings in St. Helena, $1.6 million is at the lower end of the range. Local realtors could provide updated

MLS data which would be timelier and more accurate than Zillow. Also, within this section it is not clear whether existing deed-restricted units are included in totals of rent/homeownership units and monthly cost. It could be that these income-qualified units are affecting the total values. Could this be made more explicit?

Page 2-98 Affordable home purchases – some zeroes are at the beginning of the first sentence and middle of the second sentence that don't make sense.

Page 2-99 Table 15 -- The Area Median Income figures are for 2021. HUD has published new figures for 2022, so the footnote to the table should be adjusted accordingly.

Page 2-103 Table 16 – Christine Apartments, 723 Hunt Ave., four units, should be included as a very low and low income; OTSH purchased in June 2021 and recorded 55-year deed restrictions. Also, Grayson Apartments were funded privately through the inclusionary requirements met by 632 McCorkle and references to tax credits, AHP, etc. should be removed. This is an important point because the housing crisis here will not be solved exclusively through non-profits.

Page 2-154 Table 36 – 963 Pope Street, under "Project Description", the existing house is deed restricted and should be noted.

Page 2-155 Table 37 – if the 4 pending or approved units is referring to 963 Pope St, those should be moved to "lower" income.

Policies

HE 2.5 "Allow duplexes in all low-density residential zones" – please clarify whether this allowance is by right and not with a conditional use permit.

HE 4.8 "Give preference to projects providing workforce housing affordable to up to 140 percent of the AMI" – there doesn't appear to be an implementation program associated with this policy. What preference would be given, and would it be at the expense of another affordability level?

Implementation Programs

H-A, H-NN "Concentration of sites for affordable housing" – OTSH supports the City's efforts to ensure affordable housing sites are identified geographically throughout the city. But we caution that land is scarce, and large sites rarely become available that are suitable for multi-unit housing, and, most that do, tend to be located east of Main Street. We support incentivizing affordable housing wherever it can get

built, and don't support the City prioritizing Affordable Housing Trust Fund dollars for affordable projects in the western portion of the city at the expense of projects in the eastern portion.

H-C OTSH believes we should be planning for a more sustainable and less car-dependent future. We should be exploring opportunities to increase infill density and expand height limits and reduce parking requirements. Up and in should be the focus. The block of land from south of White Sulphur Spring Creek to Grayson and west of Highway 29 and east of Crane vineyard is one of the most poorly utilized sections of the City, and we believe a housing task force could explore how to unlock the potential here. Expanding the Urban Limit Line should be the last option as it runs a great risk of negatively impacting what makes this such a great and desirable place to live with vibrant wine and tourism industries.

H-D Water and sewer access should be prioritized for both affordable and missing middle housing. Also, please define "missing middle" in terms of Area Median Income. The water neutrality requirement should be eliminated for any attached affordable and missing middle housing. The City could consider requiring other trade-offs such as no-irrigation landscaping or rain capture systems.

H-J "ADU Workforce Housing Incentive Program" -- broaden the potential funding sources to include grants, state and federal programs. Also, consider working with the County Assessor to allow a property tax reduction on the larger property in exchange for 30-year a deed restriction on an ADU, with proper monitoring to ensure compliance.

H-M OTSH believe the City should immediately remove the Conditional Use Permit requirement on MDR Zoning. At a minimum, it should be removed for any parcel identified in the HE as a Housing Opportunity Site. Discretionary review is the toehold for opposition to these projects and makes developers wary of taking the significant financial risk that is required for this type of development. Also, consider allowing deed restrictions for missing middle projects (as defined by the City) and in exchange grant fee waivers and eliminate the housing impact fee requirement.

H-P We should not incentivize ADUs beyond existing state mandates unless they have a deed restriction and rental occupancy requirements in exchange. While this may be implied it isn't clearly stated.

H-R, H-DD	"Affordability requirements for ADU incentives; reduced fees for affordable housing" – these should include a reference to the mechanism that will restrict affordability (i.e., affordable housing regulatory agreement).
H-S	"Illegal housing units" – these types of policies or programs can be double edged as they often end up displacing households that cannot afford to live in legal units. Consider a companion program that sees to support households displaced by this program.
H-U	Under Objectives – "Support the development of 3 multi-unit housing projects….support the development of five infill projects…." What does "support" mean? As written it implies a maximum the City will "support" during the planning period.
H-??	Under Goal 3, Conservation of Existing Housing – consider adding an implementation program: "The City will work to obtain CDBG or other available funds to create an 'Affordable Housing Conservation Fund' so units can be acquired quickly when they hit the market and preserved at affordable levels."
H-Z	"Vacation Rentals" – the City should consider prohibiting vacation rentals in certain zoning districts if it hasn't already.
H-FF	"Affordable Homeownership" – the City should work with the County's Proximity Housing Program to provide down payment assistance to St. Helena first-time home buyers. If the County is amenable to working with the City to create a funding set-aside for St. Helena, the City could then market the program or work with others to do so.
H-II	"Housing Coordinator" – this is an immediate need, and a specified time frame is encouraged rather than "ongoing". It would be preferable to do this as a City of St Helena position, but a shared position is better than none. OTSH would prefer the City consider a Housing / Economic Development FTE rather than a lower level, part-time Housing Coordinator. Also, meeting with partner jurisdictions twice during the 13-year planning cycle does not appear to be sufficient.

Proposed Sites

Site maps	It would be helpful to add a north arrow to the aerials.

Page 2-162 The last sentence should read, "However, the future property owner intends to develop 36 to 50 units."

Page 2-170 Table 50, Site 5 – change 50 to 36-50 (if possible).

Housing Opportunity Sites

Adams Street What is the rationale for the size and placement of the Opportunity Site on the Adams Street property?

709 McCorkle This site was recently purchased and is intended to function as an estate compound. It has a low to zero probability of being developed for affordable housing.

741 McCorkle This house was recently renovated with significant capital improvements and is unlikely to be further developed in the next HE cycle.

1637 Spring This site has recently been purchased for the intent of turning it into employee housing.

Proposed site We encourage the City to add 620 McCorkle Avenue (APN 009-502-003-000) as a "key housing site". This 0.76-acre site is zoned MDR and is currently on the market. Including it as a key housing site would eliminate the requirement for a conditional use permit and be consistent with the goal to remove barriers to development of multi-unit housing.

Conclusion

OTSH commends the City for its work on this document. Realizing that the HEU is a mandated document that needs to follow strict guidelines, we hope the City will also create an implementation plan that identifies measures, cost analysis, staff and funding resources, and time frames for meeting the goals contained herein.

Aaron Hecock

From: LAURA KEIR <lkeir@me.com>
Sent: Tuesday, July 19, 2022 11:09 AM
To: Aaron Hecock
Subject: [External] Land designation

Hi
It appears numerous parcels sent to the state to meet our quota fir homes are not currently available for sale? Are they going to be for sale? And we are not aware? Or, emanate domain enforcement would be necessary?
I firmly disagree with the high to med density development of Valley View Hudson vineyard property being developed as traffic on the road is already more than a residential area should have to handle between cut threw traffic to avoid Hwy 29 to the school traffic it's impossible to safely get out of your driveway or even ride a bike!
Spring Street is narrow and I notice in addition three sites are designated as possible development.
The government/ Bay Area need to either agree to continue our exempt status. Recognize us as a primary agricultural area or the Napa Vally will be destroyed!

Laura
Sent from my iPhone

City of St Helena, City Hall
Received

JUL 13 2022

1480 Main St.
St Helena, CA 94574

Housing Element for Public Comment
Aaron Hecock, Senior Planner, City of St. Helena
ahecock@cityofsthelena.org

July 10, 2022

Dear Mr. Hecock,

As concerned St. Helena residents, we have read the Housing Element Update and plan to attend the public forum.

We support the city's efforts to identify appropriate sites for potential development to provide additional housing that is badly needed. Yet after reading about proposed rezoning and adding more density, we remain vigilant in pointing out situations where multi-unit projects would negatively impact neighborhoods.

We have shared with several City officials the situation we face after the recent purchase of the parcels at 1521 and 1541 Elmhurst. The owner, Jennifer Mozzetti, and her friend John Bowman, a self-described developer from Napa, have disrupted this peaceful neighborhood with their alleged plans to develop the parcel at 1541 Elmhurst into a multi-unit site with the "cooperation of the City." They initially claimed, as a result of their purchase of the two parcels, they "owned" the Elmhurst Alley from the property at 1521 extending to the end of the alley.

The city, through correspondence from Eric Janzen on 5/17/22 and several other emails, assured us that the Elmhurst Alley was listed by the County Assessors as a public right of way and is not owned by Ms. Mozzetti.

Elmhurst Alley is a single lane, dead-end alley that extends off busy Spring Mountain Road. It provides access to the vehicles of 5 single family homes in addition to the mail truck, delivery trucks and home health care vehicles that service those homes. The tightness of this alley already poses safety questions for Emergency and Fire Department vehicles.

Any development of the property at 1541 Elmhurst from its current single-family residence to a multi-unit would be unwise and unsafe expanding the number of alley users. (Garbage day finds the street with as many as 15 garbage cans as it is!) Certainly, the goal of adding multi-unit housing in St Helena is a laudable one, but to drop a new multi-unit project in an already dense neighborhood with limited access from a single-lane, blind alley, would be ill-conceived.

Our specific questions are these we hope you can answer:

1.The Housing Element mentions an inventory of possible sites, not yet public, that might be used to develop more housing.
Is the parcel at 1541 Elmhurst currently on this site list or being considered?

2. Can individuals, seeking to develop multi-unit housing on their own properties apply to be included on this site list?

If the answer is "yes" to either question, we kindly request a site visit, in person, by a member of the Planning Commission, so that the impact of adding more housing and residents on Elmhurst Alley will be obvious.

Sincerely yours,

Dayna Van Kleeck
1800 Spring Mountain Court

Henry Kistler, M.D.
1781 Spring Mountain Road

Susan Taylor Kistler
1781 Spring Mountain Road

Brenda Hill
1777 Spring Mountain Road

Jim Lampkin
1777 Spring Mountain Road

Terence Ford
1806 Spring Mountain Court

Kathryn Ford
1806 Spring Mountain Court

Polina De-Levi
1809 Spring Mountain Court

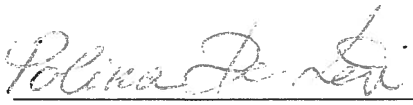
Vladymer De-Levi
1809 Spring Mountain Court

Brenda Hill
1777 Spring Mountain Road

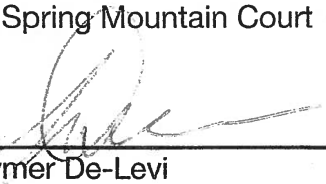
Jim Lampkin
1777 Spring Mountain Road

Terence Ford
1806 Spring Mountain Court

Kathryn Ford
1806 Spring Mountain Court



Polina De-Levi
1809 Spring Mountain Court



Vladymer De-Levi
1809 Spring Mountain Court

Aaron Hecock

From: Nancy Dervin <nancydervin@hotmail.com>
Sent: Friday, July 1, 2022 3:13 PM
To: housingelements@hcd.ca.gov
Cc: office@mintierharnish.com; CityCouncil; Aaron Hecock
Subject: Re: [External] Public Review Draft Housing Element Available Now!

Dear HCD,

I am concerned about the City of St. Helena putting forth a Housing Element Draft that contains at least one property that the City has repeatedly been told is absolutely not available which is 601 Pope Street. There are other properties on the Draft that are also potentially not available but this one site is positively not available.

We have a huge housing shortage problem, like most communities. Knowingly including unavailable sites is unethical as well as contrary to the purpose of identifying housing opportunity sites.

What should be or can be done about this?

Sincerely,
Nancy Dervin
St. Helena, CA

From: St. Helena Housing Element <jim@mintierharnish.ccsend.com> on behalf of St. Helena Housing Element <office@mintierharnish.com>
Sent: Thursday, June 30, 2022 10:31 AM
To: nancydervin@hotmail.com <nancydervin@hotmail.com>
Subject: Public Review Draft Housing Element Available Now!

CITY OF ST. HELENA

Aaron Hecock

From: Mary Wilson <boecoup@gmail.com>
Sent: Wednesday, July 13, 2022 12:54 PM
To: Aaron Hecock
Subject: [External] Housing sites

I wanted to comment on the list of potential sites for housing that was in the St Helena Star. I've taken the time to look at each of the addresses mentioned. With the exception of one, I found all of them viable locations. My one exception is the vineyard location on Spring St.
One of the things that makes St Helena unique are the vineyards still scattered within the city. They are a part of our heritage, displaying the agriculture that has made this valley the world class jewel that it is. Please allow this one to remain as it is.

Respectfully, Mary Wilson

Sent from my iPad

Mary Wilson
1426 Kearney St.
St. Helena, Ca. 94574

707-529-4406

Aaron Hecock

From: Joe McGrath <joe.mcgrath65@gmail.com>
Sent: Thursday, July 14, 2022 12:12 PM
To: Aaron Hecock
Cc: Mary Stephenson; Maya DeRosa; Eric Hall; Lester Hardy; Jennifer La Liberte; Jordan Bentley; Joe Mcgrath
Subject: [External] Re: [External] A Potential New Opportunity Site

Aaron:

Thanks.
Speaking as a private citizen and neighboring property owner (and concurring with Mary as an OTSH Board member), I would also advocate that this lot [620 McCorkle - APN 009-502-003-000] be added to **this** HE cycle as a "Housing Opportunity Site".

In light of the recent multi-family developments on that street I would recommend however that it remain MDR, otherwise it may cause too much opposition with residents on the south side of McCorkle.
The goal would be to eliminate conditional use requirements which become, as you know, major entanglements in entitlement.

However, as MDR it should be explicitly listed under **17.40.020 Permitted Uses (N):**

N. Multiple-family dwellings, apartments, and dwelling groups at a density up to the maximum allowed by the medium density residential district shall be allowed as a permitted use on the following MR zoned parcels, which are identified as "Key Housing Sites" in Table 42 of the city's 2015-2023 housing element, and are identified as follows by street address and assessor's parcel number (APN): 567 Pope St. APN 009-070-002; 591 McCorkle Ave. APN 009-070-003; 1817 Spring St. APN 009-322-009; Sulphur Springs Ave. APN 009-362-015; Spring St. APN 009-441-023 and 009-552-002; 576 Pope St. APN 009-552-003; 1105 Pope St. APN 009-090-003. (Ord. 17-2 § 6 (part); Ord. 16-8 § 1; Ord. 15-2 § 7 (part): Ord. 12-2 § 6: Ord. 07-5 § 2 (part): Ord. 05-4 § 1 (part): Ord. 03-4 § 11: prior code § 27.51)

Please confirm that the above constitutes "public comment".

Thx,

Joe

Aaron Hecock

From: Joe McGrath <joe.mcgrath65@gmail.com>
Sent: Monday, July 18, 2022 4:41 PM
To: Aaron Hecock; Maya DeRosa
Subject: [External] HE Draft Input

Aaron/Maya:

Here are some additional comments/inputs re: Housing Element. Please do not take them as criticism of your hard work. The Housing Element can be a valuable tool to accomplish our municipal housing objectives if we shape it correctly.

Thanks,

Joe

General Comments:

* Current planning meetings should be held in person with a zoom option. It should no longer be acceptable that public meetings are held entirely by Zoom. It also should not be acceptable that participants to Zoom meetings have no idea how many other participants are present, and, if participants "opt-in" to identify themselves, are identified.

* The document and the process are too long, too bureaucratic, and not specific enough with respect to immediate and effective actions and policy changes that will alter the climate in any meaningful way to have a real near-term impact on affordable or missing middle housing.

* The document itself is outdated with may reference to data as far back as 2019 representing "current" data. We lived in a far different world than in 2019.

* A major flaw in the Housing Element process for Above Moderate or Market Rate units. Our State Legislators did not comprehend second home or vacation communities.
So meeting the HE RHNA objective for Above Moderate by enabling, say, the Hunter Project is nonsensical if say 50% of the SFHs ultimately become vacation homes.
Having these types of development consume constrained water, sewer and other valuable resources can impinge on more critical housing needs.

Specific Section / Page Comments:

Page 1-11:

H-C We should be planning for a more sustainable and less car-dependent future. We should be exploring opportunities to increase infill density and explore expanding height limits, and reduce parking requirements. Up and In should be the focus. The block of land from south of White Sulphur Spring Creek to Grayson and West of Highway 29 and east of Crane vineyard is one of the most poorly utilized sections of the City. We should unleash a task force to see if we can unlock

potential here. Expanding the Urban Limit Line should be our last option, and runs great risk of negatively impacting what makes this such a great and desirable place to live with a vibrant wine industry and tourism economy.

Page 1-12:

H-D. Water and sewer access should be prioritized for both affordable and missing middle. Also please define "missing middle" in terms of AMI %. 200%? Water Neutrality Requirement should also be eliminated for any attached affordable and missing middle. Mandate no-irrigation landscaping instead. All new buildings in CA are highly water efficient by California Building Code. It is better that we have new stock than old stock re: environmental sustainability (similar to newer car fleet vs. older regarding emissions).

Page 1-17:

H-M. It should not take 4 more years following 3 years working on the Housing Element to understand what Zoning Ordinances need to be changed to enable housing.

1) Start with removing the Conditional Use Permit requirement in some manner on MDR Zoning. At minimum, it should be reduced for any parcel identified in Housing Element as Housing Opportunity Site (not just Key Housing Opportunity Site") . It is imperative to reduce or eliminate "discretionary" review. Discretionary review is the toehold for opposition on these projects. It is also a toehold for CEQA opposition.
2) Define "Missing Middle" in terms of AMI. 200%?
3) Tradeoff off 2:1 (or some such ratio) of affordability requirements on private developers for below moderate units for moderate to missing middle (200%) cutoff units. Ie a developer can meet "affordable" designation if he/she builds (2) deed-restricted moderate to missing middle (80-200%AMI?) units for every (1) required < moderate unit (<80% AMI unit).
4) Eliminate Water Neutrality requirements for above. This is just one more hurdle.
5) Eliminate Housing Impact Fees for above. By very nature these projects are having a POSITIVE housing impact.
6) Reduce overall permit fee structure for above. (on page 2-142 it calculates 12.3% of multi-family costs on Permits & Fees. This is right after it the HE states that governmental constraints are not a factor?)

Pg 1-15:
H-J. What can we do to entice existing ADUs into a deed-restricted affordable? How about a tradeoff on property tax relief on that unit for 30-yr deed-restriction and rental occupancy rate compliance??

Pg 1-19:
H-P. We should not further incent ADUS beyond existing state mandates unless they have deed-restriction and rental occupancy requirements in exchange.

Pg 1-29:
H-II. What are the accountabilities of the Housing Coordinator? Why would we not do this under existing Departments?

Pg 1-34:
H-UU. We should be considering "no-irrigation" landscaping (at least after plants take hold).
We should eliminate the Water Neutrality Requirement on any deed-restricted affordable < 200% AMI. This is a cumbersome and complex and expensive requirement to comply with. New attached buildings under CBC are highly water efficient and perform well below 65 GPD per capita. Nix the irrigated landscaping as a tradeoff.

Pg 2-38:

HE1.B. This document indicates that because units have been built in last cycle that Growth management System was not an obstacle. This is untrue. 632 McCorkle was "lucky" in that we straddled two years and literally consumed (8) of the (9) available allocation. Had this been a 10 unit project, it is not clear what the City would have done. Had there

been another similar project, it is unclear what the city would have done. Uncertainty is the enemy of Investment and the friend of Risk.

Pg 2-103

Table 16 - Grayson Apartment 2 units funding source were **not** Tax Credits, nor AHP, nor RHCP, nor City funded. These two units were **funded privately** through inclusionary requirements on 632 McCorkle. This is an important point, because we will not solve the housing crisis here exclusively through non-profits.

Pg 2-125:

Saying that Building Codes and Zoning Ordinances are not a "governmental constraint" to development is an entirely untrue statement and somewhat offensive coming from a government agency. While I would not argue that enhancements in the California Building Code are in most cases warranted, they have most definitely affected housing costs and housing production and have contributed to the shortage of affordable housing stock. Enhancements to CBC in ADA, Seismic, Fire, and Environmental requirements have played a significant role in the increase in housing costs. This must be acknowledged. As for Fire Code, nearly all of the costs in the building code are for suppression systems to extinguish a fire that starts inside the building. Most homes in CA are destroyed by fire from outside the building.. The CBC however is very clear and the requirements do not have broad interpretation, so while costly to comply with, is not a great impediment.

Zoning Ordinances however and discretionary reviews are something entirely different. Developers do not like uncertainty. If a Zoning Ordinance can be interpreted differently by different people - that is problematic. And if the outcome of a Design Review Meeting may be different based on the makeup of a Commission that is problematic. Developers do not like uncertainty. This is why discretionary reviews are highly problematic. To bring a complete application to Design Review Submission - let's say 8-12 units - could easily require an investment of $250K. Surveys, Civil Plans, Arch Plans, Elec Plans, Plumbing Plans, Mechanical Plans, etc. This all with the possibility of project Denial.

Lastly. CEQA is a major governmental constraint and should be acknowledged as such. CEQA should have no role in infill projects within ULL unless special circumstances warrant.

2-132:

We should articulate what Design Review is "not". For projects that are entitled, Design Review has no function in determining whether a project can be built or not to its entitlement. It would be much preferable to establish objective design guidelines that should be followed for multi-family rather than subject applications to a highly subjective process.

2-138:
Parking requirements for 2 Bedrooms within the ULL should be reduced to 1.5 spaces for <200% AMI.

Housing Opportunity Sites Input

For the sites listed, the probability that any given site gets developed in the next HE cycle range between 0% and 95% (Phelps Site). Most sites identified have a low probability (< 10%?) chance of being developed.

709 McCorkle: This site has recently been purchased and is intended to function as an estate compound.

741 McCorkle: This house has been recently renovated with significant capital improvements, and is unlikely to be further developed in this HE cycle.

1637 Spring Street: This site has recently been purchased for the intent of turning it into employee housing. My understanding is that the current plan is to convert 1 BRs into 2 BRs through garage conversion.

620 McCorkle: Per prior inputs, this site should be added to the Housing Opportunity Site and Key Housing Opportunity Site list.

Saint Helena Housing Coalition, Inc.

PO Box 988
Saint Helena, CA 94574

July 13, 2022

Mr. Aaron Hecock, AICP Senior Planner
City of Saint Helena
1572 Railroad Avenue
Saint Helena, Ca 94574

RE: 2023-2031 Housing Element Draft
VIA: Email

Dear Mr. Hecock:

First of all ,we would like to thank you for the this very through and professional work product. It is obvious that much research and attention to detail has been taken.

A question. Under the Water Section it is stated that "although the maximum amount of (Bell Canyon) water that is available to the City is 992 acre-feet". Why?

In Section 11. Housing Resources -Future Housing Needs we note the following:

> The City must ensure the availability of residential sites at adequate densities and appropriate development standards to accommodate these units by income category.(Emphasis added).

Based upon our work in attempting to find suitable land for new "affordable" Essential worker housing our experience, in part, differs from the report's conclusions:

Regarding the City owned Adams Street parcel considerable thought should be given to identifying the Eastern most portion of the parcel, not the Western end for "affordable" housing. SHHC submitted as preliminary site plan so indicating. Thus, leaving the West end for a potential city hall location or other civic functions. To us, it does not make sense to place any type of affordable" housing at the West end.

Site 4: 905 Main Street. When SHHC made inquiries, we were informed that the owner expressed that this for-sale price of this parcel would exceed $1,000,000. Given the suggested density of five units that would make the land cost per unit $200,000. For most "affordable" housing the land cost should be nearer to $50,000 per unit to qualify for the necessary grants and/or financing thus making this parcel financially unfeasible.

Site 7: 81 Pope Street. Zillow estimates that the current price for this property is approximately $2,000,000. Again, that would work out to a land cost of $100,000 per unit of the projected 20 "affordable Units (to say nothing of the cost of demolishing the existing structure). . For most "affordable" housing the land cost should be near to $50,000 per unit to qualify for the necessary grants and/or financing thus making this parcel financially unfeasible.

Site 9: 1447 and 1515 Spring Street. The Zillow estimated sales price for each of the existing residences at $1.6mm to $1.75mm, totally $3.35mm in value. For the estimated 24 units that works out to a land cost of $139,583.00 per unit. For most "affordable" housing the land cost should be near to $50,000 per unit to qualify for the necessary grants and/or financing thus making this parcel financially unfeasible.

Site 10: Spring Street between Hudson Avenue & Valley View. From my notes during the public comment portion, I believe it was Joe McGrath who said that this property had recently been sold and lease-back on a long-term basis. Based upon that it would appear this parcel is not currently available.

Site 11: 601 Pope Street. This property owner declined SHHC's to acquire this parcel under a long-term lease. We offered $200,000 per year for a sixty-five-year lease and their response was "oh, we just like the way it looks".

Site 12: 1637 Spring Street. As recently as this spring this property owner expressed No interest, and the direct quote was "let them try and develop it."

Therefore, Mr. Hecock, unless that City is prepared to use Eminent Domain as in Kelo v. New London, it appears that the identified sites does not fulfill the "must" requirement of available sites to satisfy Saint Helena's 2023-2031 RHNA requirements.

Respectfully submitted:

Rick Crebs

Rick Crebs, CEO
rick@sthelenahc.org
707-580-0418

Saint Helena Housing Coalition, Inc.

PO Box 988
Saint Helena, CA 94574

July 25, 2022
Mr. Aaron Hecock, AICP Senior Planner
City of Saint Helena
1572 Railroad Avenue
Saint Helena, Ca 94574

RE: 2023-2031 Housing Element Draft
VIA: Email

Dear Mr. Hecock:

Again, we would like to thank you for leading this sixth Housing Element 2023-2031 document incredibly rich document full of quite important and relevant data.

However, we have some considerable concerns over facts stated and conclusions reach:

Issue #1:
In this report you state "The Housing Element ***must*** also identify ***adequate*** residential sites ***available*** for a variety of housing types for all income levels; provide assistance in developing ***adequate*** housing to meet the needs of low- and moderate-income households; address governmental constraints on the maintenance, improvement, and development of housing; conserve and improve the condition of the existing stock of affordable housing; and promote housing opportunities for all persons". (Aaron Hecock-Report to the City Council & Planning Commission Meeting -21 July 2022, page 4) (Emphasis added).

Response #1A:
Not being lawyers we referred to recognized authorities on the words contained in the above Issue #1.

Merriam-Webster Dictionary:
Ensure – "We define **ensure** as "to make sure, certain, or safe" and one sense of insure, "to make ***certain*** especially by taking necessary measures and precautions," is quite similar. But insure has the additional meaning "to provide or obtain insurance on or for," which is not shared by **ensure."**

> **Certain** – Ascertained; precise; identified; definitive; clearly known; unambiguous; or in law, capable of being identified or made known, without liability or to mistake or ambiguity, from data already given."

Realistic- means "based upon what is real rather than on what is wanted or hoped for"

> **Real –** means "having objective independent existence; not artificial, fraudulent, or illusory; being precisely what the name means; occurring or existing in actuality"

Black's Legal Dictionary:
Adequate means "Sufficient; proportionate; equally sufficient; equal to what is required; suitable to the case or occasion; satisfactory"
Availability Means "This phrase, among mercantile men, is a term well understood to be anything which can readily be converted into money; but it is not necessarily or primarily money."

Ready means **"**Prepared for what one is about to do or experience; equipped or supplied with what is needed for some act or event; *prepared for immediate movement or action"*(Emphasis added)

Demonstrate means "to prove indubitably"

Indubitable Proof "Evidence of which is not only found creditable but is of such weight and directness as to make out the facts alleged beyond a doubt."

Must "This word, like the word 'shall' is primarily of mandatory effect."

Based upon the above definitions SHHC is perplexed as to how the Housing Element can, in good conscience, or on any legal basis include 601 Pope Street or 1837 Spring Street as both owners have stated that they are not interested.

I just spoke to the owner who has been a dear friend of our families for 37 years and she stated ,"No one contacted me and further had no interest in allowing their back acreage to be developed into 'affordable' housing."?

Response #1B:
During the public comment section of the July 21m, 2022 2023-31 Zoom Housing Element, Rick Crebs, from SHHC, raised the issue of financial feasibility of Sites #4, 905 Main Street is stating "When SHHC made inquiries, we were informed that the owner expressed that this for-sale price of this parcel would exceed $1,000,000. Given the suggested density of five units that would make the land cost per unit $200,000. For most "affordable" housing the land cost should be nearer to $50,000 per unit to qualify for the necessary grants and/or financing thus making this parcel financially unfeasible".

Similar financial analysis was also offered on Site #7 821 Pope Street, (land costs of $100,000 per unit); Site #9 1447 & 1515 Spring Street, (land costs of $139,583 per unit).

Based upon that information provided during the Housing element Zoom meeting of Thursday, July 21, 2022, a question was directed by a city council member to the city's staff relative to the property valuations statements raised by Rick Crebs of SHHC on valuations attributed to Zillow. The response was questioned of the authenticity of the Zillow valuations. This seems odd in that the Housing Element report refers to Zillow eight (8) times as the authority on real estate valuations.

It was further stated that grants or low interest loans would off set the high land costs.

Please allow SHHC to provide a current financial analysis as present in SHHC's Offer to Develop 88 Units (using 2.3 acres at the East end of the Adams Street city owned parcel).

Use of Grants: Adams Street as an example:

Total Construction Costs $43,116,112 or average of $489,956 per unit (Leased, not sold land)

Funding necessary to complete this project: (Projected)

City/County	$2,000,000	(4.4%)
Other Grants	$32,337,084	(75.0%)*
Mortgage or Bond	$ 7,054,364	(16.40%)
Total	**$43,116,112**	**100% (rounded)**

*The largest grants that SHHC has been able to discover are from the California Department of Housing Affordable Housing Sustainable Communities (AHSC) grants which currently has a maximum grant amount of

$35mm, so the Adams Street project comes close to it. This information is supplied to illustrate the extreme difficulty present in realistically financing the Saint Helena community to provide the "Must" in the RHNA requirement.

Issue #2:

In this report you state "The issue of owner consent to being included on the housing opportunity sites list has come up on several occasions. Being listed as a housing opportunity site in no way terminates or otherwise affects existing uses on-site. Furthermore, there are currently no legislative or other means to compel a private property owner in this process, meaning we cannot force or otherwise require that they build housing. That said, owner consent is not a requirement for inclusion in the housing opportunity sites inventory (Government Code 65583.2). The inventory is to show that there are suitable sites to meet the City's RHNA and the programs are there to help housing developers to make that happen. Designating sites as suitable for housing falls within the City's authority to regulate land uses. If the Housing Element were to designate an already developed site."

Response to #2:
Mr. Hecock, it is true that California government Code does not include language requiring "owners Consent". but, by the same logic, it does not exclude requiring the "owners' consent." This, it would seem that your comment is non-responsive. Further, Code 65583.2 refers to Government code 65583 which, in part, states "(3) An inventory of land suitable and available for residential development, including vacant sites and sites having ***realistic*** and ***demonstrated*** potential for development during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites, and an analysis of the relationship of the sites identified in the land inventory to the jurisdiction's duty to affirmatively further fair housing. (Emphasis added).

Further, in referring to the word definitions provided above, that the proposed Saint Helena Housing 2023-2031 Document on a factually basis fails to meet with any degree of accuracy of the meanings of the authenticated meaning of the words; **Adequate**, **Available**, **Demonstratable**, **Ensure**, and **Must.**

In closing, such vagueness in the prior Housing Element Reports may have been tolerated in the past. However, our town is critically deficient in sufficient "affordable" housing for all AMI's. The fact that so many are required to commute to work in the Upper Valley each day clearly contributes to unnecessary Green Housing Gas (GHG) emissions to say nothing of the cost to commute which further contributes multiple well vetted studies that conclude that the majority of those renting are cost burdened. Many in the 50-60% of household income!

Lastly, the lack of a strategy to affirmatively address Saint Helena's housing crisis is to deny, or turn its back, on its pledge to work towards a policy of Diversity, Equity, and Inclusion.

Our town can no longer rely upon the old "Three Card Monty Trick" in addressing the statutory issues the Housing Element requires.

SHHC's First Suggestion:
The city should consider removing Sites 4 (905 Mains Street, Ste 7 (821 Pope Street, Ste 9 1447 & b1515 Springs Street as being financially unrealistic due to associated land costs and instead revise the Adams Street parcel from 30 unit of Lower Income to the recommendations in the following graph:

Table 50 Summary of Housing Units (Extracted)

	Lower Income	Moderate Income	Above Moderate Income	Total

Pending Projects	0	**4**	**88**	**92**
ADU Trends	0	0	72	72
Recommended Changes		**Site Inventory**		
Site 3 (Adams Street)	**-22**	**9**	**76**	**63**
Site 4 (905 Mains Street)	**0**	**0**	**-5**	**-5**
Site 7 (821 Pope Street	**-10**	**-10**	0	**-20**
Site 9 (1447 & 1515 Spring Street)	**-24**	0	**-24**	**-48**
Totals	**-56**	**-1**	**47**	**-10**
Remaining Sites (Consolidated)		**Site Inventory**		
Sites 1, 2, 5, 6, 8, 10, 11,12	152	87	244	483
Color Code -Purple-Doubtful				
Red - Subtractions				
Green -Additions				

The results reached is close to a net neutral on units for each category of AMI housing. And the inclusion of 88 units plus 50 for the OTSG/Phelps's project equates to a realistic 54% of Saint Helena's 2023-31 RHNA required allocation.

SHHC's Second Suggestion:

While draconian, the only true solution SHHC sees to the significant challenges in achieving the forthcoming coming 2023-31 RHNA Site locations allocations is for the city to firmly state that it will undertake, if necessary, Eminent Domain proceeding as in the Kelvo v. New London U.S. Supreme Court Decision.

In closing, it is time to discard the Housing Element word games from the past and boldly put forth only those Opportunity Sites that are ***certain*** and ***available***.

Respectfully submitted:

Rick Crebs

Rick Crebs, CEO
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707-580-0418

Ccs: Anil Comelo, City Manager
Maya DeRosa, Director of Planning
Geoff Ellsworth, Mayor
Paul Dohring, Esq. Vice Mayor
Lester hardy, Esq., City Council Member
Eric Hall, City Council Member
Anna Chouteau, City Council Member

City of St. Helena 2023 General Plan Update

Addendum

prepared by

City of St. Helena
Maya DeRosa, Community Development Director
Department of Planning
1088 College Avenue
St. Helena, California 94574

prepared with the assistance of

Rincon Consultants, Inc.
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April 2023

RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers
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City of St. Helena 2023 General Plan Update

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Acronyms and Abbreviations

AB	Assembly Bill
ABAG	Association of Bay Area Governments
ADU	Accessory dwelling unit
BAAQMD	Bay Area Air Quality Management District
BMP	Best management practices
CARB	California Air Resources Board
CBC	California Building Code
CEQA	California Environmental Quality Act
DPM	Diesel Particulate Matter
EIR	Environmental impact report
GHG	Greenhouse Gas
HRA	Health risk assessment
NPDES	National Pollutant Discharge Elimination System
PG&E	Pacific Gas & Electric
PM	Particulate matter
ROG	Reactive organic gas
SB	Senate Bill
SHMC	Saint Helena Municipal Code
VMT	Vehicle Miles Traveled
VOC	Volatile organic compounds

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Executive Summary

The proposed project consists of a comprehensive update to the Housing Element of the City of St. Helena General Plan. State law requires that housing elements be updated every eight years (California Government Code Sections 65580 to 65589.8). The project would update the City of St. Helena Housing Element as part of the 6th cycle of updates. For St. Helena, the planning period runs from January 31, 2023 through January 31, 2031. The Housing Element update identifies residential sites adequate to accommodate a variety of housing types for all income levels and needs of special population groups, defined under state law (California Government Code Section 65583). It analyzes governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of existing affordable housing stock; and outlines policies that promote housing opportunities for all persons. The proposed project also includes revisions to the Public Health, Safety, and Noise Elements to be consistent with California law regulating evacuation routes and climate change vulnerability.

The Housing Element update establishes objectives, policies, and programs to assist the City of St. Helena in achieving state-mandated housing goals. The City's implementation of these policies and programs includes amendments to the Public Health, Safety, and Noise Element of the General Plan and the rezoning of several sites in the inventory of potential sites for meeting the city's Regional Housing Needs Allocation (RHNA) obligation. No formal land use changes or physical development is proposed at this time and future changes would require environmental evaluation as potential impacts are location-specific and cannot be assessed in a meaningful way until a project site and development proposal are identified.

Pursuant to Government Code section 65583(c)(1), these actions will be accomplished within three years of the City of St Helena's adoption of the Housing Element update. As required by Government Code Section 65583(c)(8), the Housing Element update provides a timeline for processing each of the amendments to the General Plan, Zoning Ordinance and other land use documents which implement the Housing Element update.

In considering the potential environmental impacts of the Housing Element update, the City determined that the Final Environmental Impact Report (EIR) certified for the 2040 General Plan update (2040 General Plan update Final EIR, State Clearinghouse Number 2010042001) is of continuing informational value. The City also determined that the potential environmental impacts (both direct and indirect impacts) of the Housing Element update are within the scope of the previously certified Final EIR and that none of the conditions requiring subsequent or supplemental environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15162 exist. Based on the information and analysis provided below, the City determined that only minor or technical changes to the previously certified Final EIR are necessary and that that preparation of an Addendum pursuant to CEQA Guidelines Section 15164 is appropriate.

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1 Introduction

This document is an Environmental Impact Report Addendum that analyzes the City of St. Helena's (City's) proposed Housing Element update and Public Health, Safety, and Noise Element update Project (hereafter also referred to as the "General Plan update," "proposed project," or "project").

1.1 Project Title

City of St. Helena General Plan Update

1.2 Lead Agency Name and Address

City of St. Helena
Department of Planning
1088 College Avenue
St. Helena, California 94574

1.3 Contact Person and Phone Number

Maya DeRosa, Community Development Director
(707) 967-2783 x 530

1.4 Project Location

The Housing Element update planning boundaries (Plan Area) coincide with the St. Helena city limits. The area encompasses approximately 5 square miles of land in the western portion of Napa County. The city is located northwest of the City of Yountville and southeast of the City of Calistoga, surrounded by unincorporated areas of the County. State Route 29 and 121 provide regional access to the city from the north and south. Figure 1 shows the regional location of the Plan Area, and Figure 2 shows the Plan Area's boundaries in its immediate location. In addition, the project identifies 11 vacant and underutilized sites within the city that can accommodate new housing or rezone. The vacant and underutilized sites to be studied for housing opportunities are shown broadly in Figure 3 and correspond to the list provided in the Housing Resources chapter of the needs assessment of the Housing Element update. Not all parcels have street addresses at this time. With most of the City developed and preservation of open space a priority, all draft vacant and opportunity sites are on currently underdeveloped, underutilized, or vacant lots.

City of St. Helena
2023 General Plan Update

Figure 1 Regional Location

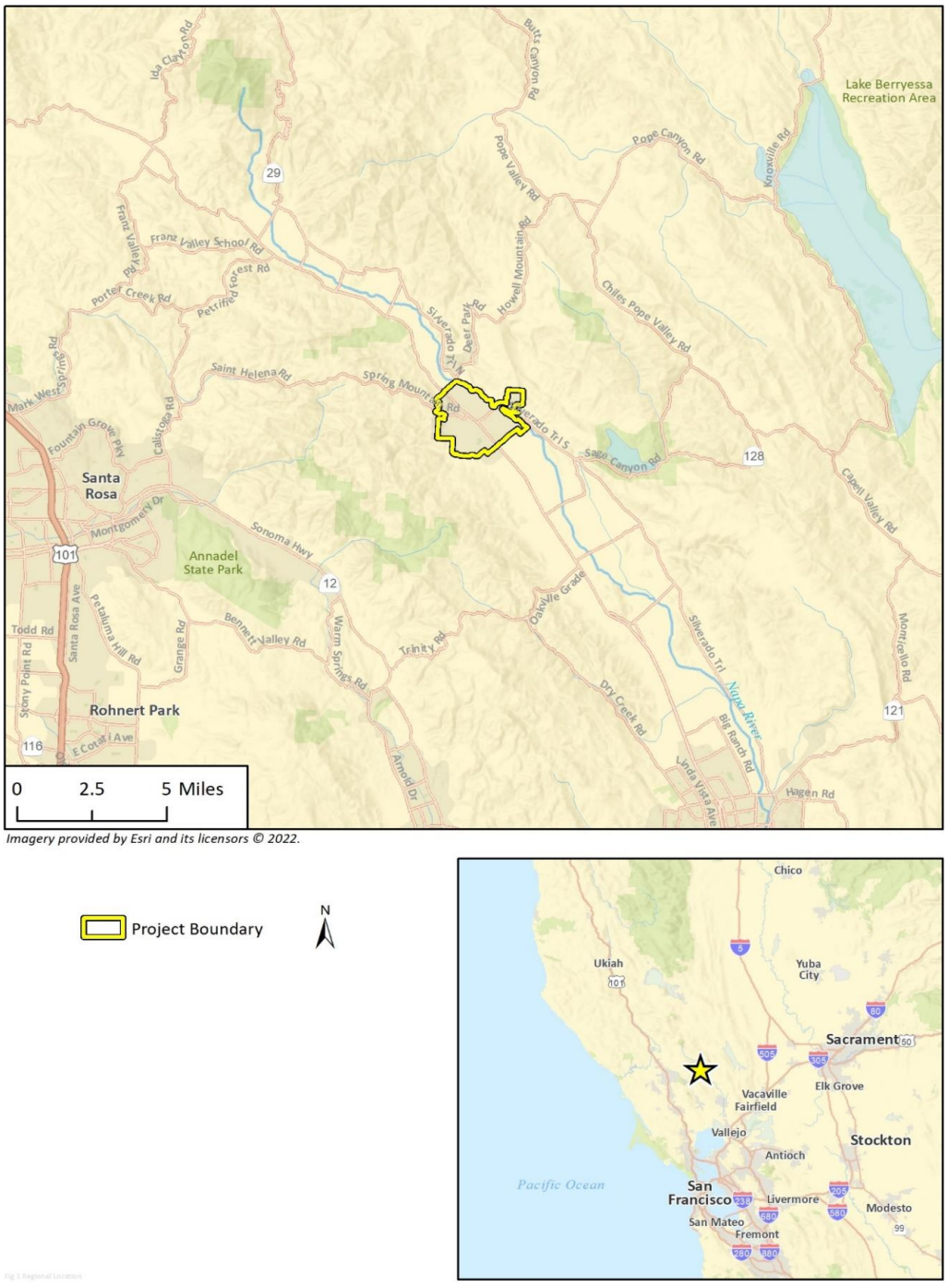
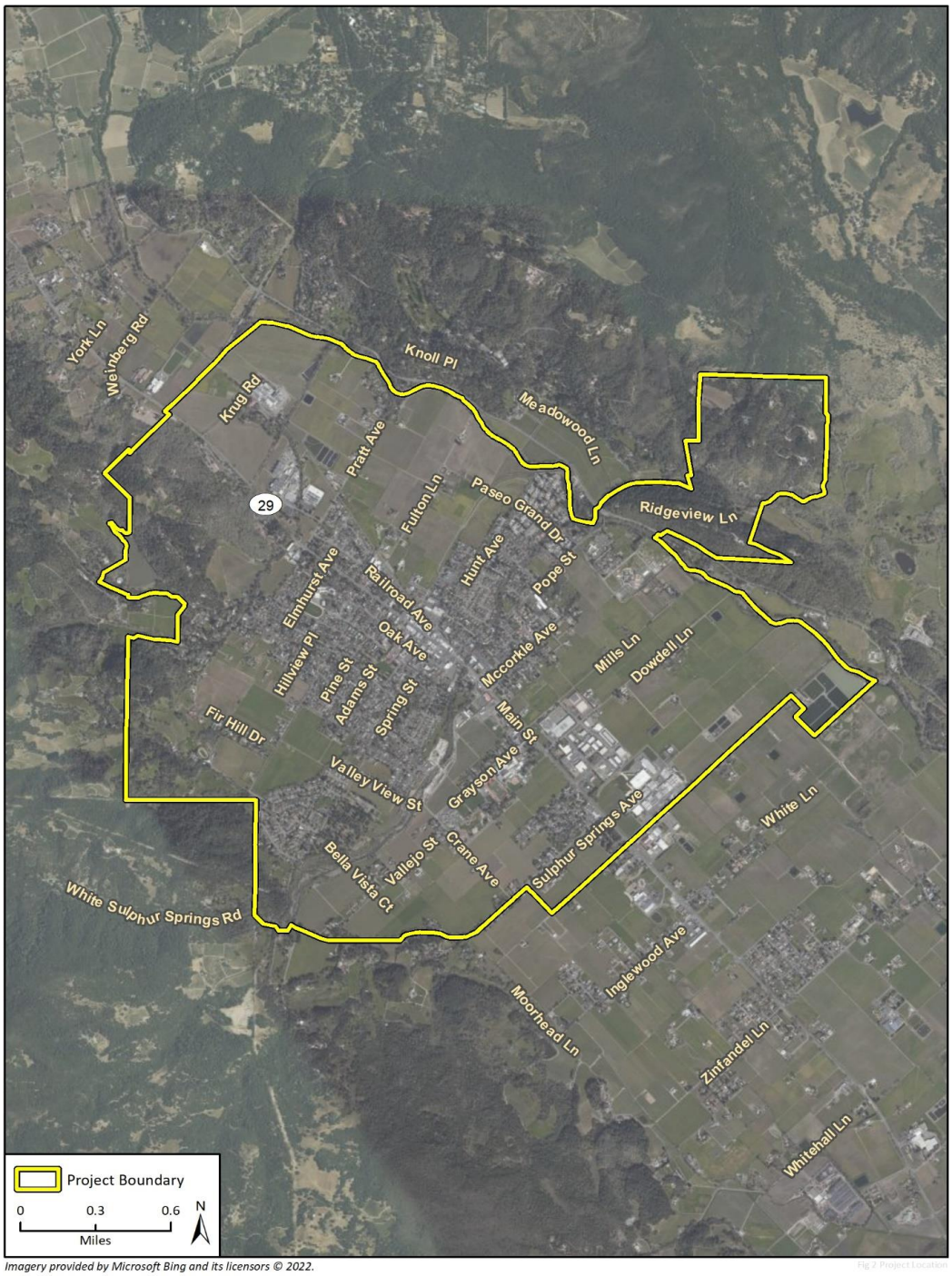


Figure 2 Project Area



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1.5 Project Description

The project consists of a comprehensive update to the Housing Element of the St. Helena General Plan and update to the existing Public Health, Safety, and Noise Element of the General Plan. These elements are a part of the St. Helena General Plan, which is a long-term document with text and diagrams that express the goals, objectives, and policies necessary to guide the community toward achieving its vision over approximately 20 years (i.e., 2040). The General Plan was subject to a comprehensive update as well; it underwent extensive environmental review in the form of an EIR, which was certified in 2019. The EIR for the St. Helena 2040 General Plan includes discussion of alternatives and growth inducing impacts (direct and indirect impacts) associated with urban development in the city.

State law requires that housing elements be updated every eight years (California Government Code Sections 65580 to 65589.8). The Housing Element update identifies residential sites adequate to accommodate a variety of housing types for all income levels and needs of special population groups, defined under state law (California Government Code Section 65583). It analyzes governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of existing affordable housing stock; and outlines policies that promote housing opportunities for all persons. The project would update the City of St. Helena Housing Element as part of the 6th cycle of updates. For St. Helena, the planning period runs from January 31, 2023 through January 31, 2031.

Additionally, the Housing Element update would bring it into compliance with state legislation passed since the adoption of the 2040 General Plan and 2015-2023 Housing Element. There are multiple main components of the Housing Element update that mirror those of the previous Housing Elements, but that have been updated to reflect current conditions, including:

- An **introduction** to review the requirements of the Housing Element, public participation process, and data sources
- A profile and analysis of the city's demographics, housing characteristics, and existing and future **housing needs**
- An analysis of **constraints** on housing production and maintenance, including market, governmental, and environmental limitations to meeting the City's identified needs
- A review of **resources available** and results of a housing sites inventory analysis conducted to demonstrate the City of St. Helena's ability to satisfy its share of the region's future housing need
- A review of the City's **housing programs** and evaluation of accomplishments under the 2013-2021 Housing Element
- A **Housing Plan** to address the city's identified housing needs, which identifies the City's housing goals, policies, and implementing programs
- An identification of the **goals, policies, and programs** and the city's quantified objectives for the 2023-2031 planning period, by income group, based on growth estimates, past and anticipated development, and income data

The Housing Element update establishes objectives, policies, and programs to assist the City in achieving state-mandated housing goals. The city's implementation of these policies and programs includes future amendments to other elements of the General Plan and the rezoning of several sites in the inventory of potential sites for meeting the city's RHNA obligation. Pursuant to Government

Code section 65583(c)(1), these actions will be accomplished within three years of the City of St. Helena's adoption of the Housing Element update. As required by Government Code Section 65583(c)(8), the Housing Element update provides a timeline for processing each of the amendments to the General Plan, Zoning Ordinance and other land use documents which implement the Housing Element update.

1.6 Environmental Review

In April 2019, the City of St. Helena certified the St. Helena 2040 General Plan update and Final EIR (City of St. Helena General Plan 2040, State Clearinghouse Number 2010042001) for an update to General Plan, including the Land Use Element. The certified Final EIR discussed the potential environmental impacts (both direct and indirect impacts) associated with future development allowed under the General Plan update and included a thorough analysis of the estimated build out of the City through the horizon year 2040. The EIR estimated new development for residential, commercial, office, industrial, hospital and hotel uses throughout the city and sphere of influence and evaluated the potential environmental impacts associated with an estimated total buildout of 400 new dwelling units. The EIR found that, with implementation of the policies and programs contained in the General Plan and recommended mitigation measures, all impacts (direct and indirect) associated with future development under the General Plan update would be less than significant, except impacts on agricultural resources, air quality, energy, greenhouse gas emissions, and climate change, and transportation and traffic which would be significant and unavoidable.

In considering the potential environmental impacts of the Housing Element update, the City determined that the EIR certified for the 2040 General Plan update is of continuing informational value. The City also determined that the potential environmental impacts (both direct and indirect impacts) of the Housing Element update are within the scope of the previously certified EIR and that none of the conditions requiring subsequent or supplemental environmental review under CEQA Guidelines Section 15162 exists. Based on the information and analysis provided below, the City determined that only minor or technical changes to the previously certified EIR are necessary and that that preparation of an Addendum pursuant to CEQA Guidelines Section 15164 is appropriate. Like the 2040 General Plan update, the Housing Element update does not include any development proposal or approval and future development of any specific housing site would be subject to additional environmental review pursuant to CEQA Guidelines Section 15168(c).

1.7 Discretionary Action

Implementation of the Housing Element would require the following discretionary actions by the City of St. Helena City Council:

- Approval of an Addendum to the General Plan EIR
- Adoption of the updated Housing Element and Public Health, Safety, and Noise Element

In addition to the above-mentioned actions, future amendments to the St. Helena Municipal Code (SHMC) consistent with the implementing programs of the updated Housing Element would also be adopted by the City Council.

The California Department of Housing and Community Development reviews the proposed Housing Element in accordance with California law. No other review by outside public agencies is required.

1.8 Prior Environmental Document(s)

The City of St. Helena General Plan 2040 Final EIR, State Clearinghouse Number 2010042001.

1.9 Location of Prior Environmental Document(s)

The location and custodian of the City of St. Helena General Plan 2040 EIR is the City of St. Helena Planning Department, 1088 College Avenue St. Helena, CA 94574. A copy of the EIR also is available online at the City of St. Helena website: https://www.cityofsthelena.org/planning/page/2040-general-plan-update

2 Project Context

The project consists of a comprehensive update to the Housing Element of the St. Helena General Plan and update to the existing Public Health, Safety, and Noise Element of the General Plan (collectively referred to as "project"). These elements are a part of the St. Helena General Plan, which is a long-term document with text and diagrams that express the goals, objectives, and policies necessary to guide the community toward achieving its vision over approximately 20 years (i.e., 2040).

2.1 St. Helena General Plan

California law requires that each city and county in California adopt "a comprehensive, long-term general plan," the purpose of which is to plan for important community issues such as new growth, housing needs, and environmental protection. Furthermore, the General Plan is used to project future demand for services such as sewer, water, roadways, parks, and emergency services. A General Plan is only successful when it reflects the priorities and values of the community and is a key tool for influencing quality of life.

City of St. Helena decision-makers (e.g., City Council and Planning Commission), rely on the General Plan as the basis for making decisions on matters such as land use and the provision of public facilities (e.g., roads, parks, fire stations). It is also a policy document that guides decisions related to protecting, enhancing, and providing those things that the community values most, such as open space, habitat conservation, economic development, and protecting the character of the community.

California law requires that every general plan, at a minimum, address certain subject categories (called "elements"), which include land use, circulation, housing, conservation of natural resources, open space, noise, safety, and environmental justice. A general plan may also address other subjects that are of importance to the community's future, such as sustainability, community design, and public art. St. Helena's adopted General Plan includes the following elements which address all state-mandated elements with additional policies and actions to address Environmental Justice issues:

- Land Use and Growth Management
- Economic Sustainability
- Public Facilities and services
- Circulation
- Historic Resources
- Open Space and Conservation
- Public Health, Safety, and Noise
- Climate Change
- Housing
- Parks and Recreation
- Arts, Culture, and Entertainment

2.1.1 Housing Element

2.1.1.1 Purpose of the Housing Element

The Housing Element of the General Plan is designed to provide the City of St. Helena with a coordinated and comprehensive strategy for promoting the production of safe, decent, and affordable housing within the community. A priority of both state and local governments, Government Code Section 65580 states that "the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order."

Pursuant to the state law, the Housing Element has two main purposes:

1. To provide an assessment of both current and future housing needs and constraints in meeting these needs
2. To provide a strategy that establishes housing goals, policies, and programs

The Housing Element is one of the eight General Plan elements the state mandates in Government Code Section 65302. The Housing Element serves as an integrated part of the General Plan but is updated more frequently to ensure its relevancy and accuracy. The City of St. Helena's current Housing Element, adopted in 2015, identifies strategies and programs that focus on:

1. Conserving and improving existing affordable housing
2. Maximizing housing opportunities throughout the community
3. Assisting in the provision of affordable housing
4. Removing governmental and other constraints to housing investment
5. Promoting fair and equal housing opportunities

The residential character of St. Helena is largely determined by the variety, location, and maintenance of its housing. The Housing Element is an official response to the need to provide housing for all economic segments of the population, establishing goals, policies, and programs that will guide the City of St. Helena decision making and set forth an action plan to implement these housing programs through an established planning period.

2.1.1.2 Updates to the Housing Element

State law requires that housing elements be updated every eight years (California Government Code Section 65588). The Housing Element must identify residential sites adequate to accommodate a variety of housing types for all income levels and to meet the needs of special population groups as defined under state law (California Government Code Section 65583). The Housing Element analyzes market and governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of existing affordable housing stock; and outlines policies that promote housing opportunities for all persons.

The previous Housing Element covered an eight-year planning period (January 31, 2015 through January 31, 2023), Government Code Section 65588(e).

The City of St. Helena Housing Element is now being revised as part of the 6th cycle of updates, the period of which runs from January 31, 2023 through January 31, 2031. Therefore, this update is referred to as the "Housing Element update."

The 2023-2031 Housing Element would bring the Element into compliance with California law enacted since the City's adoption of the 2015-2023 Housing Element and with the current Association of Bay Area Governments' (ABAG's) RHNA. The 2023-2031 Housing Element includes the following components, as required by California law:

- An assessment of the City's population, household, and housing stock characteristics, existing and future housing needs by household types, and special needs populations.
- An analysis of resources and constraints related to housing production and preservation, including governmental regulations, infrastructure requirements and market conditions such as land, construction, and labor costs as well as restricted financing availability.
- Identification of the City's quantified objectives for the 2023-2031 RHNA and inventory of sites determined to be suitable for housing.
- Opportunities for Conservation in Residential Development: California law requires cities to identify opportunities for energy conservation in residential development.
- Review of the 2015-2023 Housing Element to identify progress and evaluate the effectiveness of previous policies and programs.
- A Housing Plan to address the City's identified housing needs, including housing goals, policies, and programs to facilitate the 2023 Housing Element update (6th Cycle).

2.1.1.3 Changes in California Law

The following items represent substantive changes to California law since the City's last Housing Element was adopted and certified in 2015. The Housing Element update incorporated and addressed all pertinent housing law changes.

- Affordable Housing Streamlined Approval Process: Senate Bill (SB) 35 (2017)
- Additional Housing Element Sites Analysis Requirements: Assembly Bill (AB) 879 (2017) and AB 1397 (2017)
- Affirmatively Furthering Fair Housing: AB 686 (2017)
- No-Net-Loss Zoning: SB 166 (2017)
- Safety Element to Address Adaptation and Resiliency: SB 1035 (2018)
- By Right Transitional and Permanent Supportive Housing: AB 2162 (2018) and B 101 (2019)
- Accessory Dwelling Units: AB 2299 (2016), SB 1069 (2016), AB 494 (2017), SB 229 (2017), AB 68 (2019), AB 881 (2019), AB 587 (2019), SB 13 (2019), and AB 671 (2019)
- Density Bonus: AB 1763 (2019)
- Housing Crisis Act of 2019: SB 330
- Surplus Land Act Amendments: AB 1486 and AB 1255 (2019)
- Housing Impact Fee Data: AB 1483 (2019)
- Emergency and Transitional Housing Act of 2019: AB 139 (2019)
- Standardization of Sites Inventory Analysis and Reporting: SB 6 (2019)

2.1.1.4 Regional Housing Needs Assessment and Required Buffer

The Housing Element must address the City's fair share of the regional housing need (as determined by ABAG) and specific California statutory requirements. It must also reflect the vision and priorities of the local community. As of December 2021, ABAG determined a final RHNA Allocation of 256 units for the City of which 162 must be affordable to lower-income households, as shown in Table 1.

Table 1 City of St. Helena Regional Housing Needs Allocation

	Income Category (Percent of Napa County Area Median Income)				
	Very Low (<50%)	Low (50-80%)	Moderate (80-120%)	Above Moderate (>120%)	Total Housing Units
RHNA Housing units	104	59	26	67	256
RHNA + 20% Buffer	121	71	31	79	302

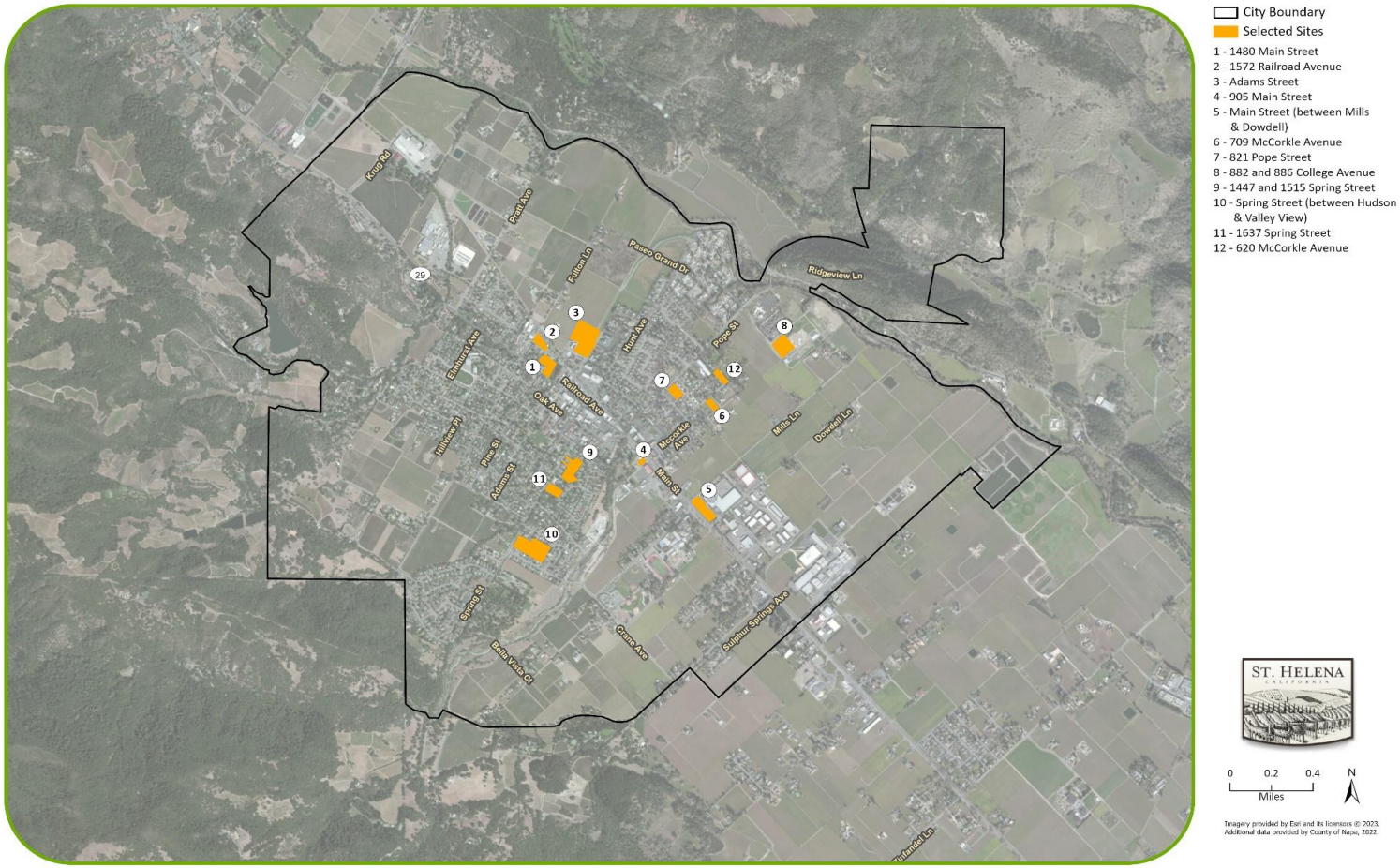
California law requires local jurisdictions to identify enough future housing sites inventory to not only cover the jurisdiction's 6th Cycle RHNA, but to also provide for an additional buffer capacity above the RHNA. The buffer capacity is required to accommodate realistic production rates of affordable housing units. Additionally, the buffer can allow for instances when a smaller residential project must be considered for a given property or when existing units are demolished. The "No Net Loss" Law (Government Code Section 65863) requires maintenance of sufficient sites to meet the RHNA for all income levels throughout the planning period. With this required buffer, the number of housing units identified in the Housing Element is 307.

To meet the objectives of the RHNA and provide sufficient capacity for housing development, the Housing Element identifies sites for residential development. The Housing Element update identifies some sites for land use changes either to be consistent with the existing Land Use Element or to permit or increase residential uses on the sites. However, neither the Housing Element nor the City itself develops housing. Moreover, as described in further detail in Section 5, *Addendum Methodology*, below, the Housing Element update, in and of itself, does not itself implement land use changes, but puts forth goals and policies that support housing efforts. As described in the Housing Element update, the City's RHNA can be accommodated in the following categories:

- Vacant or underutilized sites, where new residential units can be developed under current General Plan regulations;
- Sites to be rezoned to permit residential uses or permit them at a high density
- Planned or pending projects where no rezoning is required; and
- Current accessory dwelling units, also known as "granny flats"

Figure 3 shows the locations of the vacant and underutilized sites identified in sites inventory in the Housing Element update. All sites in the housing sites inventory are within the City's limits.

Figure 3 Housing Element Sites Inventory Locations – Vacant and Underutilized (Nonvacant) Sites



2.1.1.5 Zoning and General Plan Amendments

The project would involve an amendment to the City's Zoning Ordinance to rezone existing land use designations to Mixed-Use, Medium Density Residential, and High Density Residential. Some existing sites are designated as land uses other than a residential land use category and would be rezoned to mixed-use or residential land use categories. Select sites would be upzoned from existing residential land use categories to more dense residential land use categories. Most of these sites are located in the central areas of the City to reflect the intensity of existing nearby higher density parcels. Future development of those sites would require separate CEQA review and compliance with local development standards.

Due to the proposed zoning modifications on particular Draft Housing Element vacant and underutilized sites, a General Plan Amendment would be required to change the land use designations on those sites to be consistent with the zoning.

2.1.2 Public Health, Safety, and Noise Element

The Safety element is one of the eight General Plan elements the state mandates in Government Code Section 65302. The project includes revisions to the Public Health, Safety, and Noise Element which identifies forces of nature and events resulting from human action that have the potential to cause harm to life and property in the City. The goal of a Safety Element is to reduce the potential short and long-term risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, droughts, earthquakes, landslides, climate change, and other hazards. Identifying the source of such threats allows decision-makers to take preemptory action to minimize the damage, particularly as it relates to new development. The Public Health, Safety, and Noise Element also addresses noise, fire and police protection, hazardous materials, solid waste, and public utility systems. A climate change vulnerability assessment identifying potential impacts from climate change on vulnerable populations and natural and built assets in St. Helena was also conducted for the Public Health, Safety, and Noise Element update.

California law requires specific changes to a safety element when the municipality undergoes an update to the Housing Element. The Public Health, Safety, and Noise Element update includes revisions to be consistent with California law through the following actions:

- Identify and propose policies for residential developments in any hazard area identified in the safety element that do not have at least two emergency evacuation routes.
- Update information relating to flood and fire hazards and city assets at risk due to climate change vulnerability.
- Propose and strengthen policies related to risk reduction, emergency preparedness and evacuation, and community and facility resilience infrastructure and strategies.
- Propose additional policies to address climate change hazards, including extreme heat days, extended drought, increased precipitation, and worsening air quality such as investing in backup power sources, funding for weatherization of homes, and providing cooling centers.

2.1.2.1 Changes in State Law

The following represent bills passed by the California State Legislature and approved by the Governor that require substantive changes to a Safety Element when a municipality undergoes an update. The Safety and Community Services Element update has incorporated and addressed all pertinent safety element law changes.

- Residential Emergency Evacuation Routes: SB 99 (2019)
- Evacuation Routes: AB 747 (2019)
- General Plans: SB 1035 (2018)
- Climate Change Adaptation: SB 379 (2015)
- Integration of Local Hazard mitigation Plan: AB 2140 (2006)
- Seismic and Geologic Hazards: SB 926 (2004)
- Flood Mapping: AB 162 (2007)

2.1.3 2040 General Plan EIR

The 2040 General Plan update EIR addressed the potential environmental effects (direct and indirect) of the planned buildout of St. Helena through the year 2040 and concluded that implementation of the General Plan would result in levels of environmental impacts as detailed in Table 2.

Table 2 Summary of Areas of Potential Impact under the 2040 General Plan Update EIR

Issue Area	Highest Level of Impact	Mitigation Proposed in the General Plan EIR
Aesthetics	Less than significant	None
Agricultural Resources	Significant and Unavoidable	None
Air Quality	Significant and Unavoidable	Mitigation Measures AQ-1, AQ-2, AQ-3, AQ-4, AQ-5, and AQ-6
Biological Resources	Less than significant	None
Cultural, Historic, and Tribal Cultural Resources	Less than significant	None
Energy, Greenhouse Gases, and Climate Change	Significant and Unavoidable	Mitigation Measure GHG-1
Geology, Soils, and Seismicity	Less than significant	None
Hazards and Hazardous Materials	Less than significant	None
Hydrology and Water Quality	Less than significant	HYDRO-1
Land Use, Population, and Housing	Less than significant	None
Noise	Significant and Unavoidable	Mitigation Measure NO-1
Public Services and Recreation	Less than significant	None
Transportation and Traffic	Significant and Unavoidable	Mitigation Measures TR-1, TR-2, TR-3, TR-4, TR-5, and TR-6
Utilities and Service Systems	Less than significant	None

The General Plan has an approximate year 2040 horizon, but actual buildout of all planned land uses may occur earlier or later, as long-range demographic and economic trends are difficult to accurately predict. The designation within the proposed General Plan of a site for a certain use does not necessarily mean that the site will be developed or redeveloped with that use during the planning period, as most development will depend on property owner initiative and market conditions.

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3 Overview of CEQA Guidelines Section 15164

Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164 set forth the criteria for determining the appropriate additional environmental documentation, if any, to be completed when changes are proposed to a project that has a previously certified EIR. When considering the need for additional environmental review, the fundamental determination a lead agency must make is whether the previously certified EIR retains some informational value or whether changes in the project or circumstances have rendered it wholly irrelevant. If the previously certified EIR has continuing informational value, the lead agency then must determine whether the proposed changes in the Project requires additional environmental review under Public Resources Code Section 21166 and CEQA Guidelines Section 15162.

CEQA Guidelines Section 15164 provides that a lead agency will prepare an addendum to a previously certified EIR if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. CEQA Guidelines section 15162(a) states that no Subsequent or Supplemental EIR may be prepared for a project with a certified EIR unless the lead agency determines, based on substantial evidence in the light of the whole record, one or more of the following:

1. Substantial changes are proposed in the project that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
   A. The project will have one or more significant effects not discussed in the previous EIR.
   B. Significant effects previously examined will be substantially more severe than shown in the previous EIR.
   C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.
   D. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The analysis pursuant to Section 15162 demonstrates whether the lead agency can approve the activity as being within the scope of the existing certified EIR, that an addendum to the existing EIR would be appropriate, and no new environmental document, such as a new EIR, would be required. The addendum need not be circulated for public review but can be included in or attached to the

final EIR, and the decision-making body shall consider the addendum with the final EIR prior to deciding on the project.

The City of St. Helena prepared this Addendum, pursuant to CEQA Guidelines Sections 15162 and 15164, to evaluate whether the project's environmental impacts are covered by and within the scope of the General Plan Final EIR). The following Addendum details any changes in the project, changes in circumstances under which the project is undertaken, and/or "new information of substantial importance" that may cause one or more significant effects to environmental resources.

The responses herein substantiate and support the City of St. Helena's determination that the potential environmental impacts of the Housing Element update and Public Health, Safety, and Noise Element update policies and programs are within the scope of the General Plan EIR, do not require subsequent or supplemental environmental review under CEQA Guidelines Section 15162 and, in conjunction with the EIR, preparation of an Addendum pursuant to CEQA Guidelines Section 15164 is appropriate.

4 Environmental Effects & Determination

4.1 Environmental Areas Determined to Have New or Substantially More Severe Significant Effects Compared to Those Identified in the Previous EIR

The subject areas checked below were determined to be new significant environmental effects or to be previously identified effects that have a substantial increase in severity either due to a change in Project, change in circumstances, or new information of substantial importance, as indicated by the checklist and discussion on the following pages.

■ None

□ Aesthetics	□ Agricultural Resources	□ Air Quality
□ Biological Resources	□ Cultural, Historic, and Tribal Cultural Resources	□ Energy, Greenhouse Gases, and Climate Change
□ Geology, Soils, and Seismicity	□ Hazards & Hazardous Materials	□ Hydrology and Water Quality
□ Land Use, Population, and Housing	□ Noise	□ Public Services and Recreation
□ Transportation and Traffic	□ Utilities and Service Systems	

4.2 Determination

Based on this analysis, the 2040 General Plan EIR has continuing informational value and:

□ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, a SUBSEQUENT or SUPPLEMENTAL EIR is required.

- No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the preparation of an Addendum to the previously certified EIR (City of St. Helena, 2040 General Plan Environmental Impact Report (2040 General Plan EIR State Clearinghouse Number 2010042001, dated October 2018) is adequate and appropriate.

Signature	April 24, 2023 Date
Maya DeRosa Printed Name	Community Development Director Title

5 Addendum Methodology

5.1 2040 General Plan Consistency

To promote a uniform and compatible vision for the development of the community, California law requires the General Plan be internally consistent in its goals and policies. The Housing Element and the Public Health, Safety, and Noise Element are components of the General Plan, and thus, the Housing Element update and Public Health, Safety, and Noise Element update must be consistent with the vision of the General Plan and supported by goals and policies of the other General Plan elements. General Plan elements and policies that affect housing are summarized below:

The **Land Use and Growth Management Element** directs the location, amount, and type of residential development in St. Helena. It presents the desirable pattern for the ultimate development of the city and reflects the community's evolution and changing demographics over the General Plan horizon. The Land Use Plan details the location and the density of development allowed throughout the city.

The **Community Design Element** guides the form, character, and appearance of the community to preserve the city's history and character in future commercial, industrial, and residential development.

The **Circulation Element** defines a safe, efficient, and adequate circulation system in St. Helena that responds to all circulation needs. Circulation means the actual physical circulation system consisting of freeways, streets, bicycle routes, sidewalks, and trails, as well as modes of transportation, including cars, buses, trucks, trains, bicycles, ridesharing, and walking.

The **Open Space and Conservation Element** and **Parks and Recreation Element** establish goals and polices to protect sensitive resources from development impacts; maintain and improve appropriate access to open space; and ensure park and recreation opportunities are sufficient to meet the needs of future residents.

The **Economic Sustainability Element** establishes goals and policies to guide city efforts to maintain an economically viable community, including providing a range of housing and employment opportunities that meet the needs of residents and workers alike, that attract families and businesses to create demand for planned land uses, and that establish and fund public service levels to preserve St. Helena's quality of life.

The **Climate Change Element** directs the City's response to and plans for climate change by addressing energy and water conservation, renewable energy production, transportation, sustainable business development, and reduction of climate change impacts in the city.

5.2 Accommodation of the RHNA

The City's RHNA for the current planning period is 256 units, which includes 162 very low and low-income housing units, 26 moderate income housing units, and 68 above moderate housing units. The City must demonstrate the availability of sites with appropriate zoning and development standards that can facilitate and encourage the development of such units. As shown in Table 3, the City anticipates the development of 72 accessory dwelling units (ADUs) during the eight-year planning period and 93 units would be accommodated from planned and approved (pipeline)

projects, which can count towards the RHNA. A total of 307 units were identified on vacant and nonvacant sites under the existing General Plan land uses, as well as on sites requiring rezoning under Program H-A.

Although the housing sites inventory has been identified for future planning purposes as part of the Housing Element update, the adoption of the Housing Element itself does not change the current zoning or General Plan designations of the properties. California Government Code Section 65583 (c)(1)(A) states that cities have up to three years from the start of the Housing Element planning period to rezone sites, including adoption of minimum density and development standards. Therefore, the City's rezoning program, which is identified as Program H-A of the Housing Element update, would be a separate project and evaluated in accordance with CEQA at the time of its review. Prior to the approval of any changes in land use, the City would evaluate the potential environmental impacts from the rezoning or change in land use.

Table 3 Housing Unit Yield per Site Category

Site Category/Approach	Very Low/Low	Moderate	Above Moderate	Total
RHNA plus buffer	**192**	**31**	**79**	**302**
Vacant or underutilized parcels	203	69	35	307
Planned or Pending Projects, no rezone	4	1	88	93
Accessory Dwelling Units	0	0	72	72
Total	**207**	**70**	**195**	**472**
RHNA Surplus	***(15)***	***(39)***	***(116)***	***(171)***

As shown in Table 3, existing vacant or underutilized residentially zoned properties, planned, and pending projects that require no zone change, and accessory dwelling units would yield four very low and low income housing units under current conditions. Therefore, the City of St. Helena needs to account for the additional 188 very low and low income housing units through a combination of the remaining approaches. The 188 very low and low income housing units fall within the projected horizon year buildout and housing unit assumptions addressed in the General Plan and General Plan EIR.

5.3 Consistency with Horizon Year 2040 Projections

The General Plan EIR reports that in 2018 there were 2,735 existing housing units in St. Helena and predicts that by horizon year 2040, St. Helena will have 3,067 units (Chapter 2, Project Description), assuming an addition of 332 new housing units citywide between 2018 and horizon year 2040. As discussed above, the City of St. Helena's RHNA for the current planning period is 256 units. In addition, the Housing Element includes a required buffer which plans for a total of approximately 302 units during the planning period. Including the pending and approved projects, ADU trends, and vacant and nonvacant sites, the Site Inventory would accommodate approximately 472 units as shown in Table 3 which would exceed the 332 units by an additional 140 units. Therefore, additional environmental analysis would be required prior to the implementation of the rezoning program identified as Program H-A in the Housing Element.

5.4 Preliminary Environmental Considerations

The Housing Element update, in and of itself, does not propose specific development projects, but rather puts forth goals, policies, and programs that support housing efforts in St. Helena. Each future housing development project and housing program adopted in the Housing Element would be subject to separate review to determine potential impacts on the environment related to each project as potential impacts are location-specific and cannot be assessed in a meaningful way until a project site and development proposal are identified. When a specific development proposal is considered for approval, that project would be subject to adopted development guidelines and standards and be required to incorporate applicable mitigation measures and alternatives developed in the 2040 General Plan EIR certified in 2019 (in accordance with CEQA Guidelines Section 15168(c)(3)). If a subsequent activity (in this case a specific development proposal) would have effects not identified in the program EIR (the 2040 General Plan EIR and this Addendum), the lead agency must prepare additional CEQA documentation.

Similarly, the goals, policies and programs in the updated Public Health, Safety, and Noise Element, in and of themselves, do not propose specific projects that result in a physical change to the environment. Should a project associated with implementation of the Public Health, Safety, and Noise Element have the potential to result in a physical change in the environment, it would be subject to separate review under CEQA.

This Addendum Evaluation, therefore, includes the analysis of the changes and potential impacts related to the adoption of Housing Element and Public Health, Safety, and Noise Element updates. No physical development or changes in land use are addressed or evaluated. The City would analyze any future development or changes in land use separate from the adoption of the Housing Element. This Addendum Evaluation is intended to demonstrate the project's consistency with the existing St. Helena 2040 General Plan update Final EIR to satisfy the requirements of CEQA. In particular, and pursuant to Public Resources Code Section 21083.3, this Addendum Evaluation assesses whether the updated Housing Element and Public Health, Safety, and Noise Element, as a policy and programs document, includes impacts not addressed or analyzed as significant effects in the St. Helena 2040 General Plan update Final EIR.

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6 Addendum Evaluation

6.1 Aesthetics

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
Would adoption of the General Plan update:							
a. Have a substantial adverse effect on a scenic vista?	Less than Significant	None	No	No	No	Yes	Yes
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Less than Significant	None	No	No	No	Yes	Yes
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	Less Than Significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	Less Than Significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Aesthetics Findings

The 2040 General Plan EIR determined that impacts to aesthetic resources would be less than significant for scenic vistas, scenic highways, visual quality, and light and glare (Section 3.1, *Aesthetics*). It further stated that individual development projects would be subject to project-specific development and planning review, including adherence to goals and policies in the Land Use and Growth Management Element and Community Design Element related to urban design and visual quality. As such, all projects proposed under General Plan implementation would be required to conform to zoning, design standards, and other regulations concerning aesthetic resources such as those that address architectural design, lighting, landscaping, building setbacks, and visual compatibility.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031). Government Code Section 65583 (c)(1)(A) states that cities have up to three years from the time a Housing Element is adopted to rezone sites, including adoption of minimum density and development standards. The City would evaluate any proposed land use changes for potential environmental impacts prior to approval of the proposed land use change. Furthermore, future development proposals could be subject to further environmental analysis, pursuant to CEQA Guidelines Section 15168(c) and as required by state law, to evaluate potential impacts specific to that proposal.

Because it is a policy document, the Housing Element update would not, in and of itself, result in impacts to scenic vistas, scenic resources, or visual character, and would not create new sources of substantial light or glare which adversely affects views. The sites are located on vacant as well as non-vacant properties such as those with existing buildings or vineyards. However similar to the analysis within the 2040 General Plan EIR, any individual development projects consistent with the Housing Element would be subject to project-specific development and planning review, including adherence to goals and policies in the Land Use and Growth Management Element and Community Design Element related to urban design and visual quality. As such, all projects proposed under the Housing Element implementation would be required to conform to zoning, design standards, and other regulations concerning aesthetic resources such as those that address architectural design, lighting, landscaping, building setbacks, and visual compatibility.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. None of the implementation items would cause impacts to scenic vistas or resources or directly develop new structures which would impact views and create substantial glare. Any potential updates to structures to mitigate potential risks to wildfire or other climate safety hazards would be subject to project-specific development and planning review, including adherence to goals and policies in the Land Use and Growth Management Element and Community Design Element related to urban

design and visual quality. Therefore the Public Health, Safety, and Noise Element update would not result in significant adverse impacts related to aesthetics.

Conclusion

Based on the analysis above, the project would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR and no additional environmental assessment of aesthetics is required.

6.2 Agricultural Resources

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the General Plan update:							
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Significant and Unavoidable	None	No	No	No	Yes	Yes
b. Conflict with existing zoning for agricultural use or a Williamson Act contract?	Less than Significant	None	No	No	No	Yes	Yes
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	Less than Significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Agricultural Resources Findings

The 2040 General Plan EIR determined that there would be significant and unavoidable impacts to agricultural resources (Section 3.2, Agricultural Resources). The EIR found that implementation of the 2040 General Plan could result in the loss of up to 118 acres of land identified as Important Farmland, including Prime Farmland, Farmland of Statewide Importance, Unique Farmland, and Farmland of Local Importance. The 2040 General Plan EIR found the loss of farmland is not directly mitigable, without preventing development altogether. No feasible mitigation measures were identified for agricultural land conversion that would fulfill the objectives of and implement the 2040 General Plan update. Therefore, and implementation of the plan would result in significant and unavoidable impacts to Important Farmlands.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031). Government Code Section 65583 (c)(1)(A) states that cities have up to three years from the time a Housing Element is adopted to rezone sites, including adoption of minimum density and development standards. .

The General Plan goals and policies support continued farming and restrict uses that would interfere with farming and open space uses in certain areas. Most of the sites identified within the Housing Element update are located on sites with existing development and on sites zoned for residential or commercial uses. The Housing Element update includes one site identified for housing which is located on prime farmland. However, the site has a land use designation of Public and Quasi-Public and housing development would not result in any more severe impacts to agricultural resources than were a public facility developed on the site as currently shown in the General Plan. In addition, the 2040 General Plan EIR determined that there would be significant and unavoidable impacts to farmland (Section 3.2, Agricultural Resources). Therefore, the Housing Element update would not result in new or more severe impacts than those identified in the General Plan EIR. .

There would also be no new impacts to Williamson Act contracts, as none of the identified sites in the sites inventory are under Williamson Act contract.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. These updates would not convert existing farmland or forested land and would not impact any land under Williamson Act contract. Therefore, the Public Health, Safety, and Noise Element update would have no impact related to agricultural resources.

Conclusion

The Housing Element Update does not propose the development on housing on any areas of the City not already analyzed for development in the 2040 General Plan EIR. The Public Health, Safety, and Noise Element update would update information and goals, policies, and objectives to be consistent with the State legislation and would not change growth assumptions or buildout assessed

in the 2040 General Plan EIR. Therefore, the project would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR and no additional environmental assessment of agricultural resources is required.

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6.3 Air Quality

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the General Plan update:							
a. Conflict with or obstruct implementation of the applicable air quality plan?	Less than significant	None	No	No	No	Yes	Yes
b. Violate air quality standards or contribute substantially to an existing or projected air quality violation?	Significant and Unavoidable	AQ-1, AQ-2, and AQ-3	No	No	No	Yes	Yes
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Significant and Unavoidable	AQ-1, AQ-2, and AQ-3	No	No	No	Yes	Yes
d. Expose sensitive receptors to substantial pollutant concentrations?	Less than significant with Mitigation	AQ-4, AQ-5, and AQ-6	No	No	No	Yes	Yes
e. Create objectionable odors affecting a substantial number of people?	Less than Significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Air Quality Findings

As discussed under in Section 3.3, *Air Quality,* of the 2040 General Plan EIR, impacts related to consistency with applicable air quality plans would be less than significant. The 2040 General Plan would support the goals of Bay Area Air Quality Management District's (BAAQMD's) 2017 Clean Air Plan, include all applicable control measures, and would not conflict with its implementation.

The 2040 General Plan EIR concluded that impacts related to criteria pollutants would be significant and unavoidable. Construction emissions associated with a potential level of annual development that is consistent the General Plan's 2040 growth projections could result in reactive organic gas (ROG), NO_x, CO, and particulate matter (PM) emissions construction activity that exceeds BAAQMD-recommended CEQA significance thresholds. All other potential construction emissions would be below BAAQMD-recommended CEQA significance thresholds. In addition, maximum daily operational emissions associated with potential 2040 growth under the General Plan would result in ROG and PM_{10} emissions that could exceed BAAQMD-recommended CEQA significance thresholds. All other potential operational emissions would be below BAAQMD-recommended CEQA significance thresholds. To reduce impacts related to air quality emissions of criteria air pollutants, the 2040 General Plan EIR required implementation of Mitigation Measures AQ-1, AQ-2, and AQ-3 which would reduce ROGs from architectural coating, and PM from construction, as well require all development with the potential to create point-source air quality impacts to receive BAAQMD review prior to approval. In addition, any development under the 2040 General Plan would be required to comply with all applicable air quality plans, California Air Resources Board (CARB) and BAAQMD regulations, Title 24 energy efficiency standards, and policies within the 2040 General Plan aimed at reducing air pollution emissions. However, because the detail of future projects under the General Plan cannot be known, the 2040 General Plan EIR concluded impacts would be significant and unavoidable.

Mitigation Measure AQ-1: Require construction projects in the City of St. Helena to implement best management practices (BMPs) to reduce fugitive dust emissions. BMPs may include:

- Watering all exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) three times per day using recycled water.
- Covering all haul trucks transporting soil, sand, or other loose material.
- Removing all visible mud or dirt track-out onto adjacent public roads using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- Limiting all vehicle speeds on unpaved roads to 15 mph.
- Completing all roadways, driveways, and sidewalks to be paved as soon as possible. Laying building pads soon as possible after grading unless seeding or soil binders are used.
- Minimizing idling times either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points.
- Maintaining and properly tuning all construction equipment in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper working condition prior to operation. • Staging construction equipment as far as possible from existing sensitive receptors (away from the southeast property line and surrounding residences).

- Posting a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
- Where warranted, the project sponsors shall incorporate the following language into construction specifications if significant risk is anticipated based on design level construction schedule, duration and concurrent construction activities:
- Powering portable equipment by electricity if available or if electricity is not available, using propane or natural gas if feasible. Diesel engines shall only be used if electricity is not available and it is not feasible to use propane or natural gas.
- Ensuring that all mobile diesel-powered off-road equipment larger than 25 horsepower and operating on the site for more than two days continuously or 20 hours cumulative meets, at a minimum, U.S. EPA particulate matter emissions standards for Tier 2 engines or equivalent and be equipped with diesel particulate matter filters that meet CARB-certified Level 2 or 3 Diesel Particulate Filters. Alternatively-fueled equipment (i.e., non-diesel) would meet this requirement.

Mitigation Measure AQ-2: Require that applicants proposing development of projects within the City of St. Helena require contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that low-volatile organic compounds (VOC) coatings that have a VOC content of 10 grams/liter (g/L) or less be used during construction. All project applicants shall submit evidence of the use of low-VOC coatings to BAAQMD prior to the start of construction.

Mitigation Measure AQ-3: Require all development applications with the potential to create point-source air quality impacts be referred to the Bay Area Air Quality Management District (BAAQMD) for review and comment to ensure compliance with BAAQMD requirements prior to approval of the project.

Mitigation Measure AQ-4: Require development projects to meet CARB setback recommendations from air contaminant sources for sensitive uses, or conduct specific air quality and health risk impact analyses and identify project specific mitigation measures.

Mitigation Measure AQ-5: To protect sensitive receptors require discretionary projects in proximity to Highway 29, Silverado Trail and the Rail Corridor to include an analysis of mobile source toxic air contaminant health risks. The analysis, if necessary, shall identify feasible mitigation measures to reduce health risks to acceptable levels.

Mitigation Measure AQ-6: All applicants proposing development of projects within 1,000 feet of existing sensitive receptors, as defined by BAAQMD, shall prepare a site-specific construction health risk assessment (HRA) taking into account both project-level and cumulative health risks (including existing toxic air contaminant sources). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors will be less than BAAQMD project level and cumulative thresholds (as appropriate), then additional mitigation would be unnecessary. However, if the HRA demonstrates that health risks would exceed BAAQMD project-level and/or cumulative thresholds (as appropriate), additional feasible on- and offsite mitigation shall be analyzed by the applicant to help reduce risks to the greatest extent practicable.

The 2040 General Plan EIR determined that impacts to sensitive receptors regarding pollutant concentrations by the General Plan would be less than significant. Although implementation of the General Plan could result in new sensitive residential receptors and new non-residential land uses that would potentially be emissions sources, permitted stationary sources in St. Helena are primarily located in commercial or semi-rural areas while most of the sensitive receptors, such as schools, residences, and retirement homes, are located in the downtown area of the city. In addition, individual development projects would be evaluated through the BAAQMD permit process and the CEQA process to identify and mitigate any significant exposures. Implementation of Mitigation Measures AQ-1 through AQ-6 would reduce potential impacts to sensitive receptors to less than significant.

Buildout under the General Plan would not cause or significantly contribute to CO concentrations that exceed State or federal ambient air quality standards for CO. Regulatory mechanisms, including asbestos National Emission Standards for Hazardous Air Pollutants regulations for demolition and renovation outlined in BAAQMD Regulation XI, Rule 11-2, would ensure impacts from asbestos containing materials present during demolition of existing structures would be less than significant. Heath risks associated with receptor exposure to Diesel Particulate Matter (DPM) would be less than significant because the use of off-road heavy-duty diesel equipment would be temporary and would combine with the highly dispersive properties of DPM, additional reductions in exhaust emissions would occur in the future, and construction-related activities would be short-term, incremental through time, and would occur at scattered locations throughout the city such that an individual receptor location would not be exposed to DPM exposure for a prolonged period of time. However, without specific details on the locations of building footprints or their construction schedules, a quantitative evaluation of potential health risk impacts is not possible. Mitigation Measures AQ-1, AQ-4, AQ-5, and AQ-6 would mitigate air quality impacts from construction to reduce health related impacts.

The 2040 General Plan EIR determined impacts related to objectionable odors affecting a substantial number of people would be less than significant.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031). Government Code Section 65583 (c)(1)(A) states that cities have up to three years from the time a Housing Element is adopted to rezone sites, including adoption of minimum density and development standards.

While potential air quality-related impacts of future projects cannot be assessed in a meaningful way until the project site and development design is known, including the number of units, potential number of residents, and potential vehicle miles traveled, operational impacts would be addressed by provisions in the General Plan, the Green Building Code, and other regulations and standards that govern air quality in St. Helena. Short-term air quality impacts resulting from construction of the sites, such as dust generated by clearing and grading activities, exhaust emissions from gas- and diesel-powered construction equipment, and vehicular emissions associated with the commuting of construction workers would be subject to BAAQMD rules and protocols Further General Plan goals

and policies support reduction of air quality impacts. Mitigation measures identified in the General Plan EIR will be implemented to help reduce impacts to the greatest extent possible. These measures would remain in practice with implementation of the Housing Element update.

Consistent with buildout under the 2040 General Plan, implementation of the proposed Housing Element update could contribute to impacts related to criteria pollutants. Annual development under the Housing Element update could increase construction emissions from indirect land use changes. Potential impacts caused by more development would be reduced through implementation of Mitigation Measures AQ-1 through AQ-6 identified in the General Plan EIR. However, impacts would remain significant and unavoidable even with implementation of mitigation, the same as impacts identified in the General Plan EIR. Implementation of the proposed Housing Element update could impact sensitive receptors. However, the Housing Element update does not proposed new land use changes which would place new sensitive receptors in areas with emission sources.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. The update would not directly result in development or activities that would generate air pollutants, cause an increase in VMT, or generate objectionable odors. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would not allow for more housing units or increase projected growth forecasts in the city. In addition, the updates would be subject to all applicable air quality plans, CARB and BAAQMD regulations, Title 24 energy efficiency standards, and policies within the 2040 General Plan aimed at reducing air pollution emissions. Therefore, the Public Health, Safety, and Noise Element update would have less than significant impacts related to air quality.

Conclusion

Based on the above, the Housing Element update as well as the Public Health, Safety and Noise Element Updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

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6.4 Biological Resources

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the Housing Element update:							
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Less than significant	None	No	No	No	Yes	Yes
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Less than significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
c. Have a substantial adverse effect on state or federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Less than significant	None	No	No	No	Yes	Yes
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Less than significant	None	No	No	No	Yes	Yes
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Less than significant	None	No	No	No	Yes	Yes
f. Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?	No Impact	None	No	No	No	Yes	Yes

2040 General Plan EIR Biological Resources Findings

The 2040 General Plan EIR determined that impacts to biological resources would be less than significant for effects to listed species or their habitats, loss of significant populations of sensitive species, protected wetlands, wildlife migration or movement corridors, local policies or ordinances protecting biological resources, or conflicts with conservation plans and habitat management plans and habitat groups identified therein (Chapter 3.4 Biological Resources). Individual development projects would be subject to project-specific development and planning review. As such, all projects proposed under General Plan implementation would be required to conform to zoning, design standards, and other regulations concerning the protection of biological resources, including listed species, habitats, and all planning resources designed to protect and conserve these resources. Furthermore, future development would be required to comply with State and federal law and policies within the Open Space Element of the General Plan that protect biological resources. The General Plan is consistent with the SHMC and Open Space and Conservation Element policies and standards for tree preservations. The General Plan does not include any policies that would interfere with the Pacific Gas & Electric (PG&E) Habitat Conservation Plan for PG&E facilities, rights-of way, buffer lands, owned lands and easements, access routes and mitigation areas.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan that identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031).

Most sites identified in the sites inventory are located in previously developed areas with limited potential for disruption to undeveloped habitat areas, including sites that have previously been developed or infill sites in well developed areas. The sites inventory also includes vacant sites, although these sites have been previously disturbed and are in proximity to developed areas. Consistent with the 2040 General Plan EIR, the project would not adversely affect biological resources, including special-status species, riparian habitats or wetlands, or migratory species and wildlife corridors, to a greater extent than buildout under the General Plan, and impacts would remain less than significant. Build out under the Housing Element update would be subject to all applicable requirements of the SHMC and Open Space and Conservation Element policies as well as the PG&E Habitat Conservation Plan for PG&E facilities, rights-of way, buffer lands, owned lands and easements, access routes and mitigation areas.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. Policies contained within the update include vegetation management and maintenance and debris removal in stream channels that are designed to mitigate wildfire, erosion, and flood risk. These policies also stipulate that such activities must use best practices to protect wildlife and habitat. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would be subject to project-specific development and planning review, including zoning, design standards, and other regulations concerning the protection of biological

resources, including listed species, habitats, and all planning resources designed to protect and conserve these resources. Therefore, the Public Health, Safety, and Noise Element update would not result in significant adverse impacts related to biological resources.

Conclusion

The Housing Element update as well as the Public Health, Safety and Noise Element Updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

6.5 Cultural, Historic, and Tribal Cultural Resources

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed? Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the Housing Element update:							
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA § 15064.5?	Less than significant	None	No	No	No	Yes	Yes
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA § 15064.5?	Less than significant	None	No	No	No	Yes	Yes
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Less than significant	None	No	No	No	Yes	Yes
d. Disturb any human remains, including those interred outside of formal cemeteries?	Less than significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
e. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native Tribe and that is: ▪ Listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or ▪ A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	Less than significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Cultural Resources Findings

As discussed under Impact CUL-1 in Section 3.4, *Cultural, Historic, and Tribal Cultural Resources,* of the 2040 General Plan EIR, impacts related to historic, cultural, and tribal cultural resources would be less than significant. Future development under the General Plan could result in demolition, deconstruction, relocation, or alteration of historic resources. The SHMC establishes procedures for archaeological surveys and mitigation measures for archaeological and paleontological resources and protections for significant architectural or historical buildings. Policies within the Historic Resources Element would further mitigate potential impacts on historic districts and buildings. Implementation of the 2040 General Plan would be less than significant with implementation of existing regulations and the proposed policies and implementation actions within the Historic Resources Element.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program 1.1 to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031).

Consistent with buildout under the 2040 General Plan, implementation of the proposed Housing Element update, including associated construction activities would result in less than significant impacts to historic, cultural, and tribal cultural resources within the Plan Area. Buildout under the Housing Element update would adhere to State and local development guidelines that govern historical, cultural, and tribal cultural resources, including AB 52 and SB 18 and policies in the City's Historic Resources Element. Native American tribes requesting consultation will be notified of projects when project-specific environmental review begins, according to AB 52 and SB 18 (if applicable), and tribal representative requests will be included into project approval, including notification, monitoring, and consultations in accord with federal and state requirements. Any evidence of cultural resources that might be unearthed in the process of construction would be required to comply with SHMC which establishes mitigation measures for archaeological resources. Compliance with existing regulations would ensure impacts related to archaeological resources and human remains would remain less than significant, the same as impacts identified in the 2040 General Plan EIR.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would be subject to project-specific development and planning review and comply with relevant policies and standards within the General Plan Historic Resources Element and the SHMC previously adopted to protect archaeological and paleontological resources and significant architectural or historical buildings. Therefore, the Public Health, Safety, and Noise Element update would not result in significant adverse impacts related to cultural resources.

Conclusion

The 2040 Housing Element update as well as the Public Health, Safety and Noise Element Updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

6.6 Energy, Greenhouse Gases, and Climate Change

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the General Plan update:							
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Significant and Unavoidable	GHG-1	No	No	No	Yes	Yes
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Significant and Unavoidable	GHG-1	No	No	No	Yes	Yes
c. Cause wasteful, inefficient, and unnecessary consumption of energy during project construction, operation, and/or maintenance?	Less than Significant	None	No	No	No	Yes	Yes
d. Conflict with the CBC Energy Efficiency Standards, the CARB passenger vehicle GHG emission reduction targets for 2020 and 2035, or any other applicable energy conservation regulations?	Less than Significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Energy, Greenhous Gas Emissions, and Climate Change Findings

The 2040 General Plan EIR determined impacts related to greenhouse gas (GHG) emissions would be significant and unavoidable, Section 3.6, *Energy, Greenhouse Gas Emissions, and Climate Change*. Buildout under the 2040 General Plan would result in a substantial increase in GHG emissions from baseline conditions by 2040 and would not make substantial progress towards meeting the State's 2050 goal of 80 percent reduction from 1990 levels pursuant to Executive Order S-03-05. The primary source of GHG emissions under the General Plan would be from the transportation sector and the second largest source of emissions would be from the commercial/industrial sector. To reduce impacts related to greenhouse gas emissions, the 2040 General Plan EIR required Mitigation Measure GHG-1. However, even with implementation of the mitigation measure and policies within the 2040 General Plan aimed at reducing GHG emissions, the 2040 General Plan EIR concluded that impacts would remain significant and unavoidable.

> **Mitigation Measure GHG-1**: The City of St. Helena shall adopt and begin to implement a Climate Action Plan within a goal of 18 months, but no later than 36 months, of adopting the Proposed Plan update to address the GHG reduction goals of Executive Order B-30-15 and Executive Order S- 03-05 for GHG sectors that the City has direct or indirect jurisdictional control over. The Climate Action Plan shall include a community inventory of GHG emission sources, and quantifiable GHG emissions reduction targets for 2030 and 2050, and an interim target for the General Plan buildout year 2040, that are consistent with the statewide GHG reduction targets. The City shall monitor progress toward its GHG emissions reduction goals and prepare reports every five years detailing that progress.

In addition, the 2040 General Plan EIR concluded that impacts related to consistency with applicable plans, policies, and regulation regarding GHG reductions would be significant and unavoidable. Under buildout of the 2040 General Plan, per capita emissions would exceed the significance threshold of 2.3 metric tons of carbon dioxide equivalent per service population in 2040, which would conflict with CARB's 2017 Scoping Plan, AB32, and Executive Order S-03-05, and BAAQMD's CEQA Guidelines. Mitigation Measure GHG-1 would help reduce GHG emissions, however further action at the State and federal level would be necessary to achieve State reduction targets. At the time, there were no post-2030 State or federal measures that would assist the city in achieving the efficiency target in 2040, even with implementation of Mitigation Measure GHG-1. Therefore, the General Plan could potentially conflict with applicable plans, policies, or regulations adopted for the purpose of reducing the emissions of GHGs, meaning impacts would remain significant and unavoidable.

The 2040 General Plan EIR concluded that impacts related to energy resources would be less than significant for energy consumption and consistency with state or local plans for renewable energy or energy efficiency. The General Plan EIR determined that implementation of the General Plan would decrease net energy consumption and per service population energy consumption due to delivery of energy through Marin Clean Energy which has higher goals for renewable energy than PG&E and through an increase in fuel efficiency for vehicles. Furthermore, policies within the General Plan aim to reduce energy consumption of natural gas, electricity, and gasoline and diesel fuels by fostering an increase in energy efficiency and renewable energy, encouraging bicycle and pedestrian transit, and decreasing use of cars. All future development under the Proposed Plan would be required to comply with the latest California Building Code (CBC) requirements, including CBC Energy Efficiency

Standards, as well as all federal, State, and local rules and regulations pertaining to energy consumption and conservation.

By decreasing demand for energy- and fuel-related energy resources both overall and on a per service population basis and complying with applicable federal, State, and local regulations, impacts to energy consumption and consistency with state or local plans for renewable energy or energy efficiency would be less than significant.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites evaluated previously for potential environmental impacts in the General Plan EIR. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031).

Implementation of the Housing Element update could increase the demand for electricity and natural gas. However, new development would be required to comply with statewide mandatory energy requirements outlined in CALGreen, which could decrease energy consumption in new and retrofitted structures. In addition, consistent with the General Plan, the Housing Element supports higher density that would reduce vehicle miles traveled (VMT) and fuel consumption compared to existing lower-density development. Therefore, energy consumption would not be wasteful, inefficient, or unnecessary, and the Housing Element update would not conflict with nor obstruct a State or local plan for increasing renewable energy or energy efficiency. Impacts would be less than significant, the same as those identified in the 2040 General Plan EIR.

Consistent with buildout under the 2040 General Plan, implementation of the proposed Housing Element update could increase the frequency and/or severity of GHG emissions or otherwise conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing greenhouse gases. Annual development under the Housing Element update could exceed the GHG significance threshold applied in the 2040 General Plan EIR and conflict with the 2017 Climate Change Scoping Plan. Potential impacts caused by development allowed under the Housing Element would be reduced through implementation of Mitigation Measure GHG-1, identified in the General Plan EIR. However, impacts would remain significant and unavoidable even with implementation of mitigation, the same as impacts identified in the General Plan EIR.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. The update would not increase built out or population increases in the city and would not directly result in development or activities that would increase demand for energy or increase VMT. Policies within the update encourage use of renewable back-up power sources and storage that would support the City's a more reliable and less wasteful source of energy for use during emergencies. In addition, any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk from climate safety hazards would be subject to project-specific development and planning review and comply with the CBC Energy Efficiency Standards, policies within the General Plan aimed at reducing energy consumption of natural gas, electricity, and gasoline and

diesel fuels, and all federal, State, and local rules and regulations pertaining to energy consumption and conservation. Therefore, the Public Health, Safety, and Noise Element update would have less than significant impacts related to GHG emissions, energy or climate change.

Conclusion

Based on the above, the Housing Element update as well as the Public Health, Safety and Noise Element Updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

6.7 Geology, Soils, and Seismicity

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the Housing Element update:							
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			No	No	No	Yes	Yes
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map or based on other substantial evidence of a known fault?	Less than significant	None	No	No	No	Yes	Yes
2. Strong seismic ground shaking?	Less than significant	None	No	No	No	Yes	Yes
3. Seismic-related ground failure, including liquefaction?	Less than significant	None	No	No	No	Yes	Yes
4. Landslides?	Less than significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
b. Result in substantial soil erosion or topsoil loss?	Less than significant	None	No	No	No	Yes	Yes
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Less than significant	None	No	No	No	Yes	Yes
d. Be located on expansive soil, as defined in Section 1803.5.3, Expansive Soil, of the California Building Standards Code (2013), creating substantial risks to life or property?	Less than significant	None	No	No	No	Yes	Yes
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?	Less than significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Geology, Soils, and Seismicity Findings

The 2040 General Plan EIR determined that impacts to geology, soils, and seismicity would be less than significant for adverse effects related to rupture of a known fault, strong ground shaking, seismic-related ground failure, or landslides; soil erosion; landslide, lateral spreading, subsidence, liquefaction, or collapse; locating development on expansive soils; and installing septic tanks and alternative waste water disposal systems in expansive soils, Section 3.7, *Soils, Geology, and Seismicity*. It further stated that individual development projects would be subject to project-specific development and planning review, including adherence to standards for geology, soils, and seismicity impacts. Implementation of the 2040 General Plan would be less than significant in regard to impacts to geology, soils, and seismicity.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites evaluated previously for potential environmental impacts in the General Plan EIR. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031). Consistent with buildout under the 2040 General Plan, buildout under the Housing Element update could result in impacts related to geologic hazards, including seismic activity, faults, liquefaction, landslides, erosion, and unstable soils. However, new development would be required to comply with local and state codes and requirements related to geologic hazards, including the CBC, the National Pollutant Discharge Elimination System (NPDES) program, and applicable General Plan policies. Compliance with these requirements would ensure impacts would remain less than significant. In addition, consistent with buildout allowed under the General Plan, new development under the Housing Element update would connect to the existing sewer system and not include septic tanks or other alternative wastewater disposal systems. Therefore, impacts related to geology and soils would be less than significant, the same as those identified in the 2040 General Plan EIR.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. The update contains policies and implementation actions that would mitigate potential impacts related to geology and soils by requiring soils and geology reports for new development, prohibiting development on instable slopes, and limiting development in hillside areas with potential for slope failure. None of the implementation items would directly result new structures that would be exposed to seismic activity, faults, liquefaction, landslides, erosion, or unstable soils or involve septic tanks. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would be subject to project-specific development and planning review and any impacts would be mitigated through compliance with all applicable General Plan policies, the CBC, the NPDES program, and all other applicable local and state codes and requirements. Therefore, the Public Health, Safety, and Noise Element update would not result in significant adverse impacts.

Conclusion

The Housing Element update as well as the Public Health, Safety and Noise Element Updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

6.8 Hazards and Hazardous Materials

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the General Plan update:							
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Less than significant	None	No	No	No	Yes	Yes
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Less than significant	None	No	No	No	Yes	Yes
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Less than significant	None	No	No	No	Yes	Yes
d. Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Less than significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
e. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Less than significant	None	No	No	No	Yes	Yes
f. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	Less than significant	None	No	No	No	Yes	Yes
g. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport, public use airport, or private airstrip, would the project result in a safety hazard for people residing or working in the Planning Area?	Less than significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Hazards and Hazardous

The 2040 General Plan EIR determined that impacts for hazards and hazardous materials would be less than significant for transport, use, and disposal of hazardous materials; upset and accident conditions involving the release of hazardous materials into the environment; emissions or handling of hazardous materials within one-quarter mile of a school; location of development projects on hazardous materials sites such that the new use would create a hazard to the public or the environment; interference with an adopted emergency response or evacuation plan; and risk from wildland fire in lands adjacent to urbanized or residential areas, Section 3.8, *Hazards and Hazardous Materials*. It further stated that the Plan Area. The 2040 General Plan EIR described that individual development projects would be subject to project-specific development and planning review, including adherence to state, regional, and local regulations and standards related to hazards. There are no airport land use compatibility plans within the planning area or public airports, public use airports, or private airstrips within two miles of affecting any portion of the General Plan planning area.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites evaluated previously for potential environmental impacts in the General Plan EIR. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031). Consistent with buildout under the 2040 General Plan, construction and operation of the development allowed under the Housing Element update would be subject to existing regulations related to use, storage, handling, and disposal of hazardous materials. Applicable regulations would include those set forth by the California Department of Toxic Substances Control, State Water Resources Control Board, Regional Water Quality Control Board, California Highway Patrol and California Department of Transportation, and BAAQMD. Compliance with these existing regulations would ensure impacts related hazardous materials would remain less than significant, consistent with the 2040 General Plan EIR. The proposed Housing Element update would not include circulation changes and is not located within the planning boundaries of any airports. Therefore, impacts would be less than significant, the same as those identified in the 2040 General Plan EIR.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. The update contains policies and implementation actions to enhance emergency response and evacuation procedures through testing of response exercises and maintaining the City's emergency response plan. In addition, policies and implementation actions address risk associated with the use, transport, and disposal of hazardous materials and wildfire prevention and response. The update is would not directly result in development that would have the potential to impact hazards or hazardous materials. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would be subject to project-specific development and planning review and would be required to comply with relevant

policies within the General Plan California, as well as applicable standards from the Department of Toxic Substances Control, State Water Resources Control Board, Regional Water Quality Control Board, California Highway Patrol and California Department of Transportation, and BAAQMD. Therefore, the Public Health, Safety, and Noise Element update would not result in significant adverse impacts.

Conclusion

The Housing Element update, as well as the Public Health, Safety, and Noise Element updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

6.9 Hydrology and Water Quality

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the General Plan update:							
a. Violate any water quality standards or waste discharge requirements?	Less than significant	None	No	No	No	Yes	Yes
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Less than significant	None	No	No	No	Yes	Yes
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	Less than Significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
d. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	Less than significant	None	No	No	No	Yes	Yes
e. Otherwise substantially degrade water quality?	Less than significant	None	No	No	No	Yes	Yes
f. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	Less than significant with Mitigation	HYDRO-1	No	No	No	Yes	Yes
g. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	Less than significant	None	No	No	No	Yes	Yes
h. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam, or inundation by seiche, tsunami, or mudflow?	Less than significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
i. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	Less than significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Hydrology and Water Quality Findings

The 2040 General Plan EIR determined that impacts to hydrology and water quality would be less than significant for water quality standards and waste discharge requirements, depletion of ground water, drainage, runoff, erosion, and siltation. It further stated that new development under the General Plan would primarily result in redevelopment of previously developed sites with residential, commercial, and public uses, which would have a limited effect on local drainage or runoff characteristics. The 2040 General Plan EIR also concluded that on-going compliance with the NPDES requirements, including required implementation of BMPs to treat storm water runoff and protect water quality, the Bay Area Stormwater Management Agencies Association's Manual design guidance for stormwater treatment, Title 16 of the SHMC, and General Plan policies would reduce potential impacts related to water quality, runoff, and flooding. Buildout of the General Plan would generate a small increase in impervious surfaces, although the planning area is already largely developed. However, it would not be anticipated that new development would contribute to a significant impact on water quality, groundwater recharge, or runoff.

The 2040 General Plan EIR determined that impacts related to placement of housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map would be less than significant with mitigation. Implementation of the General Plan could result in development on sites partially or fully within the 100-year flood zone or construction of new housing within flood hazard zones. Policies within the General Plan and compliance with the SHMC regulate development in flood hazard areas, consistent with standards from the Federal Emergency Management Agency. To further reduce impacts related to development within flood zones, the 2040 General Plan EIR required Mitigation Measure HYDRO-1, which would reduce impacts to a less than significant level.

> **Mitigation Measure HYDRO-1:** Any proposed development or redevelopment on land designated as regulatory floodway on current Federal Emergency Management Agency maps shall, prior to issuance of a construction permit, obtain and submit to the City a Letter of Map Revision from the Federal Emergency Management Agency, demonstrating that a hydrologic and hydraulic analysis showed that grading modifications were performed such that the proposed development would no longer be within the floodway. These modifications shall be completed without raising the base flood level or impacting other properties.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites evaluated previously for potential environmental impacts in the General Plan EIR. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031). Development allowed under the Housing Element update would be subject to existing regulations, including NPDES requirements, required BMPs, San Francisco Bay Area Stormwater Management Agencies Association 's Manual design guidance for stormwater treatment, Title 16 of the SHMC, and General Plan policies related to water quality, runoff, and erosion, siltation, and flooding control. Compliance with these existing regulations would ensure

impacts related to water quality, drainage, erosion, siltation, runoff, and flooding would remain less than significant, the same as impacts identified in the 2040 General Plan EIR.

Consistent with buildout under the General Plan, implementation of the proposed Housing Element update, including associated construction activities could result in impacts to groundwater supply. Individual projects allowed under the Housing Element update would be subject to Mitigation Measure HYDRO-1 identified in the General Plan EIR and project-level environmental review, which would identify potential impacts and reduce impacts to a less than significant level, the same as under the General Plan.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. The update contains policies and implementation actions that reduce risk of floods and impacts related to flood hazards. None of the policies or implementation actions would impact hydrology or water quality or directly result in development that would alter existing drainage patterns, contribute to runoff, degrade water quality, impact groundwater supply and recharge, or expose people or structures to flood hazards. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would be subject to project-specific development and planning review and would be required to comply with NPDES requirements, including required implementation of BMPs to treat storm water runoff and protect water quality, the Bay Area Stormwater Management Agencies Association's Manual design guidance for stormwater treatment, Title 16 of the SHMC, and applicable General Plan policies. Therefore, the Public Health, Safety, and Noise Element update would not have an adverse impact and hydrology and water quality.

Conclusion

The Housing Element update, as well as the Public Health, Safety, and Noise Element updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

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6.10 Land Use, Population, and Housing

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the General Plan update:							
a. Physically divide an established community?	No Impact	None	No	No	No	Yes	Yes
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	No Impact	None	No	No	No	Yes	Yes
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	No Impact	None	No	No	No	Yes	Yes
d. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Less than significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
e. Displace substantial numbers of existing housing or people, necessitating the construction of replacement housing elsewhere?	Less than significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Land Use Planning, Housing, and Population Findings

The 2040 General Plan EIR determined that impacts to land use and planning would be less than significant as they pertain to dividing established communities, conflicts with applicable land use plans, habitat conservation plan or natural community conservation plan, and displacing substantial numbers of existing housing or people, Section 3.10 *Land Use, Population, and Housing*. The 2040 General Plan EIR further found that General Plan implementation would not physically divide an established community and would beneficially increase connectivity throughout the city. The 2040 General Plan EIR further stated that individual development projects under the General Plan would be subject to project-specific development and planning review, which would ensure adherence to standards for land use planning, housing, and population.

Addendum Analysis

The Housing Element update identifies sites evaluated previously for potential environmental impacts in the General Plan EIR. The Housing Element update identifies a range of sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites may differ from those identified in the General Plan EIR. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031Consistent with development under the General Plan, the Housing Element update would not involve circulation changes to the Plan Area, and individual development projects would occur within private and City-owned property in already developed areas. In addition, projects under the Housing Element update would be subject to General Plan policies related to increased connectivity for pedestrians, bicycles, and drivers in the City. Therefore, development under the Housing Element update would not physically divide a community, and impacts would remain less than significant. Moreover, consistent with the General Plan, development under the Housing Element update would be subject to existing zoning and development regulations in the SHMC and policies in the General Plan. Compliance with these regulations and policies and required development and planning review would ensure individual projects would not conflict with applicable land use policies, plans, and regulations. Therefore, impacts would be less than significant, the same as those identified in the 2040 General Plan EIR.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. None of the policies or implementation actions would result in new structures that would physically divide a community or change existing land uses. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would not displace people or housing or result in population growth. would not result in significant adverse impacts related to land use, population, and housing.

Conclusion

The Housing Element update, as well as the Public Health, Safety, and Noise Element updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

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6.11 Noise

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
Would adoption of the General Plan update:							
a. Expose persons to or generate noise levels in excess of standards established in the proposed General Plan Noise Element, or applicable standards of other agencies?	Less than significant	None	No	No	No	Yes	Yes
b. Expose persons to or generate excessive groundborne vibration or groundborne noise levels?	Less than significant with mitigation	NO-1	No	No	No	Yes	Yes
c. Result in a substantial permanent increase in ambient noise levels in the vicinity of the Planning Area above levels existing without the project?	Significant and unavoidable	None	No	No	No	Yes	Yes
d. Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project	Less than significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the Planning Area to excessive noise levels?	No Impact	None	No	No	No	Yes	Yes
f. For a project within the vicinity of a private airstrip, expose people residing or working in the Planning Area to excessive noise levels?	No Impact	None	No	No	No	Yes	Yes

2040 General Plan EIR Noise Findings

As discussed under in Section 3.11, *Noise*, of the 2040 General Plan EIR, impacts related to construction, traffic, railway, and stationary noise sources would be less than significant. Policies within the Public Health, Safety, and Noise Element address construction operation noise, noise compatibility along the rail line, traffic noise impacts, and stationary noise sources. Impacts from to traffic-related vibration and rail vibration was determined to be less than significant with mitigation.

The 2040 General Plan EIR concluded that impacts related to vibration during construction would be less than significant with mitigation. Impacts related to traffic vibration and rail vibration were less than significant. Construction of new development under the 2040 General Plan could result in use of heavy duty equipment that could produce vibration that may be felt by adjacent uses. Construction equipment operating within 25 feet of sensitive land uses could generate distinctly perceptible vibration, non-pile driving construction activities occurring within 25 feet of sensitive uses could result in significant vibration impacts. In addition, pile driving occurring within approximately 175 feet or 300 feet of sensitive uses for vibratory/sonic pile drivers and impact pile drivers, respectively, could also result in significant vibration impacts. As the specific future projects to be developed under the General Plan are not known at this time, and as the level of construction activity that would occur at various locations for future projects is also not known, it is possible the future construction activities could result in significant vibration impacts in portions of the Planning Area near historic structures and sensitive receptors such as schools and residences. To reduce construction related vibration impacts, the General Plan EIR required Mitigation Measure NO-1 which would reduce impacts to less than significant.

> **Mitigation Measure NO-1:** Where vibration impacts have the potential to cause structural damage or distinctly perceptible human response (reference Tables 3.11-12 to 3.11-14, or more recent sources), require a vibration study, prepared by a qualified vibration consultant. The study should include a site-specific engineering assessment of potential vibration impacts to structures and sensitive receptors from construction activities and specify a mitigation plan to minimize the impacts using all reasonable and feasible means available. The mitigation plan should include a procedure for establishing threshold and limiting vibration values for potentially affected structures, based on an assessment of each structure's ability to withstand the loads and displacements due to construction vibrations and a commitment to develop a vibration monitoring plan during the engineering phase and to implement a compliance monitoring program during construction.

The 2040 General Plan EIR reported there would be no noise impacts related to exposure of people residing or working in the Planning Area to excessive noise levels related to use of a public airport or private airstrip since the Planning Area is not in proximity to either a public airport or private airstrip. The nearest public airport to St. Helena is Angwin-Parrett Field located 4 miles northeast of the Planning Area and the nearest private airstrip is the Pope Valley Airport located 7 miles northeast of the Planning Area.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites evaluated previously for potential environmental impacts in the General Plan EIR. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element,

change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031). Consistent with buildout under the General Plan, construction of individual projects under the proposed Housing Element update could increase the frequency and/or severity of noise levels within the city. Individual projects allowed under the Housing Element update would be subject to Mitigation Measure NO-1, which would reduce construction vibration impacts to a less than significant level. Operation of individual projects under the proposed Housing Element update could increase the frequency and/or severity of traffic-related noise levels within the city but they would be less than significant. Individual projects allowed under the Housing Element update would be subject to policies identified in the Public Health, Safety, and Noise Element and standards within the SHMC related to noise. Compliance with these requirements would ensure impacts related to increases in noise levels from construction, traffic, rail, and stationary sources would remain less than significant. Consistent with development allowed under the General Plan, the proposed project would not be located within the vicinity of a private air strip or an airport land use plan and would not expose people residing or working in the area to excessive airport-related noise levels. Therefore, impacts would be less than significant, the same as those identified in the 2040 General Plan EIR.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. The update contains policies and implementation actions aimed at minimizing noise, including noise generated by construction and traffic. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would be subject to project-specific development and planning review and would be required to comply with noise standards within the SHMC and General Plan. Therefore, the Public Health, Safety, and Noise Element update would have no impact related to noise.

Conclusion

The Housing Element update, as well as the Public Health, Safety, and Noise Element updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

6.12 Public Services and Recreation

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the General Plan update:							
a. Implementation of the Proposed Plan would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection, police protection, schools, parks, or other public facilities?	Less than significant	None	No	No	No	Yes	Yes
b. Implementation of the Proposed Plan would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Less than significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
c. Implementation of the Proposed Plan would not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Less than significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Public Services and Recreation Findings

As discussed in Section 3.12, *Public Services*, of the 2040 General Plan EIR, buildout under the 2040 General Plan would not result in significant impacts to local fire and police agencies or other public facilities within the City of St. Helena. Projected new development under the 2040 General Plan could result in population and employment increase but would not result in substantial increase demand for fire services, police services, schools, parks, recreation, and library facilities. The increase in service population would not require construction of new or expansion of existing facilities for fire service, police service, schools, parks or other public facilities. Policies within the General Plan monitor the need for additional public facilities, pursue sites for future facilities, require Fire Department and Police department review of individual development projects, and implement public safety impact fees. In addition, potential new or expanded public service facilities would be subject to additional CEQA review. Therefore, impacts were found to be less than significant.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites evaluated previously for potential environmental impacts in the General Plan EIR. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031). Consistent with buildout under the General Plan and analyzed in the 2040 General Plan EIR, buildout under the Housing Element update could increase the demand for fire, police, schools, parks, and library services within the city but is not anticipated to generate a need for the construction of new facilities or expansion of existing ones. Most sites are urban infill sites where development already exists and public services are already being provided. New development would be required to pay safety impact fees and subject to review by the Fire Department and Police Department. Additionally, General Plan policies governing public services would remain in effect for the Housing Element update and future development projects. Compliance with General Plan goals and policies regarding public services and recreation would ensure that new housing would not result in a substantial demand to public services. These goals and policies would continue to apply to projects implemented under the Housing Element update. Therefore, potential impacts to public services associated with implementation of the updated Housing Element are within the scope of impacts analyzed in the 2040 General Plan EIR.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. The update would not result in development that would increase demand for public services or governmental or recreational facilities. The update includes policies and implementation actions that would ensure adequate provisions of public services, including fire and police protection, and protect of City facilities from potential natural and made-made hazards which would improve response times and safety. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would increase service ratios, response times, and other performance objectives for public services and facilities. Potential development

would be subject to project-specific development and planning review and comply with General Plan goals and policies regarding public services and recreation. Therefore, the Public Health, Safety, and Noise Element update would have no impact related to public services or recreation.

Conclusion

The Housing Element update, as well as the Public Health, Safety, and Noise Element updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

6.13 Transportation and Traffic

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
Would adoption of the General Plan update:							
a. Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit?	Significant and unavoidable	None	No	No	No	Yes	Yes
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	Not discussed	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	Less than significant	None	No	No	No	Yes	Yes
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Less than significant	None	No	No	No	Yes	Yes
e. Result in inadequate emergency access?							
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?							

2040 General Plan EIR Transportation Findings

The 2040 General Plan EIR concluded that impacts related to transportation would be significant and unavoidable regarding consistency with policies and regulations related to roadway, transit, pedestrian, and bicycle facilities, Section 3.13, *Transportation.* The 2040 General Plan EIR determined 7 out of 27 analyzed intersections would have significant impacts. Policies and actions within the General Plan aim to reduce single occupancy vehicle trips, improve circulation throughout the city, and promote options for alternate forms of transportation. To reduce impacts to intersections, the 2040 General Plan EIR required Mitigation Measures TR-1, TR-2, TR-3, TR-4, TR-5, and TR-6. However, even with implementation of the mitigation measures, the 2040 General Plan EIR concluded that impacts would remain significant and unavoidable. Main Street is a State highway (State Route 29), therefore mitigation measures along Main Street are subject to Caltrans approval and cannot be guaranteed by the City. In addition, improvements to accommodate future traffic volumes may not be implemented due to lack of funds. Therefore, because the City cannot guarantee that needed improvements would be implemented, impacts to intersection traffic operations are significant and unavoidable.

The 2040 General Plan EIR determined that other transportation impacts would be less than significant, including potential to conflict with applicable congestion management programs, change in air traffic patterns, increase in hazards due to a design feature or incompatible uses, emergency access, and potential to conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites evaluated previously for potential environmental impacts in the General Plan EIR. The Housing Element update identifies sites, shown in Figure 3, that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031), including urban infill sites and sites with existing development.

Pursuant to CEQA Guidelines Section 5064.3, subdivision(b), a project's transportation impact is now based on VMT instead of an level of service analysis as conducted under the 2040 General Plan EIR. Under the updated State requirements, VMT are derived based on location and the amount and distance of vehicle travel attributable to a project, including induced automobile travel. Significance criteria used to determine VMT impact include questions as to whether the project would cause substantial additional VMT, or substantially induce additional automobile travel by increasing physical roadway capacity in congested areas (e.g., by adding new mixed flow travel lanes) or by adding new roadways to the network.

The Housing Element update would facilitate development of 307 units to meet the City of St. Helena's RHNA for the current planning period. The proposed housing sites in the Housing Element update would concentrate housing development in the City, which would reduce overall VMT. Furthermore, the policies within the General Plan encourage the use of transit, bicycling and pedestrian routes and work to reduce VMT. Buildout under the Housing Element update would be subject to comply with these policies. Therefore, potential transportation impacts associated with

implementation of the updated Housing Element are within the scope of impacts analyzed in the 2040 General Plan EIR.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. The update includes policies and implementation actions to alleviate evacuation constraints for residential developments with less than two emergency evacuation routes and would strengthen emergency preparedness and evacuation procedures. None of the policies or implementation actions would impact congestion management programs, change air traffic patterns, increase hazards due to a design feature or incompatible use, impair emergency access, or conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would be subject to project-specific development and planning review and comply with applicable policies in the General Plan aimed at reducing VMT and transportation impacts. Therefore, the Public Health, Safety, and Noise Element update would have no adverse impacts related to transportation.

Conclusion

The Housing Element update, as well as the Public Health, Safety, and Noise Element updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

6.14 Utilities and Service Systems

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?			Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?		
Would adoption of the General Plan update:							
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Less Than Significant	None	No	No	No	Yes	Yes
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Less than Significant with Mitigation	UTS-1	No	No	No	Yes	Yes
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Less than significant	None	No	No	No	Yes	Yes
d. Have insufficient water supplies available to serve the project from existing entitlements and resources such that new or expanded entitlements needed?	Less than Significant	None	No	No	No	Yes	Yes

EIR Evaluation Criteria	EIR Significance Conclusion	EIR Mitigation Measures	CEQA Guidelines Section 15162 Is a Subsequent EIR Needed?				
			Do the Proposed Changes Involve a New or Substantial Increase in the Severity of Previously Identified Impacts?	Are There New Circumstances Involving a New or Substantial Increase in the Severity of Previously Identified Impacts?	Is There New Information of Substantial Importance Requiring New Analysis or Verification?	Are Only Minor Technical Changes or Additions Necessary or Did None of the Conditions Described in §15162 Occur? (§15164(a))	Project is within the Scope of General Plan EIR?
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	Less than Significant	None	No	No	No	Yes	Yes
f. Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?	Less than Significant	None	No	No	No	Yes	Yes
g. Not comply with federal, State, and local statutes and regulations related to solid waste?	Less than Significant	None	No	No	No	Yes	Yes

2040 General Plan EIR Utilities and Service Systems Findings

The 2040 General Plan EIR concluded that impacts related to wastewater, water supply, and solid waste would be less than significant provided that proposed projects would comply with federal, State, and local statutes and regulations and the policies and actions within the General Plan addressing wastewater capacity, stormwater runoff, water conservation, waste management, recycling, and composting. The City plans to increase the wastewater treatment plant permitted capacity from 0.5 million gallons per day to 0.65 million gallons per day by 2030, which would have sufficient capacity to accommodate buildout under the General Plan. Any new stormwater facilities would comply with all applicable environmental regulations, including project-level environmental review and NPDES permits regulations. The City's Water Neutral Policy for Development would ensure future water demand does not exceed current demand by requiring any new water demand be offset by water conservation retrofits or in-lieu payments for the City to conduct retrofits. Buildout under the General Plan would not require exceed the capacity of the Clover Flat Landfill which has significant remaining capacity. Therefore, the General Plan EIR determined there would be no significant impacts to the city's utilities or service systems.

Addendum Analysis

The Housing Element update is a policy document consistent with the General Plan. The Housing Element update identifies sites, shown in Figure 3, evaluated previously for potential environmental impacts in the General Plan EIR that could be developed to meet the City's 6th cycle RHNA throughout St. Helena. Some of these sites could require land use changes that would bring the zoning into consistency with the Land Use Element, change the existing land use, or allow for increased density. Many of these sites have existing connections to utility and service systems as they are infill sites or already developed. As discussed in Section 5, *Addendum Methodology*, the City of St. Helena has several options for sites that could undergo land use changes through Program H-A to facilitate development of housing units to meet the RHNA during the 6th cycle (2023-2031). . All future development accommodated under the Housing Element update would be required to adhere to the General Plan, adopted master plans, and other regulatory requirements concerning water, wastewater, storm drains, solid waste, and other infrastructure; water supply; and wastewater treatment systems.

Consistent with buildout under the General Plan, implementation of the proposed Housing Element update could increase population such that new or expanded wastewater facilities would be required to provide utilities and service systems to new development. In addition, future development for new or expanded facilities would be subject to further environmental analysis, pursuant to CEQA Guidelines section 15168(c) and as required by state law, to evaluate potential impacts.

The Public Health, Safety, and Noise Element update revised information on public and critical facilities, discussed safety impacts from climate change, and added implementation measures to create evacuation plans and educate residents and address climate vulnerability. The update includes policies and implementation actions that aim to enhance and protect the City's utilities and service system, such as improving efficiency of stormwater drainage systems and ensuring adequate water supply. Any potential updates to structures or development of climate resilient infrastructure designed to mitigate potential risk of climate safety hazards would work to address these goals and would be subject to project-specific development and planning review and comply with applicable policies in the General Plan, NPDES permits regulations, and the City's Water Neutral Policy for

Development. Therefore, the Public Health, Safety, and Noise Element update would have no adverse impacts related to utilities and service systems.

Conclusion

The Housing Element update, as well as the Public Health, Safety, and Noise Element updates would not result in new or more severe impacts (direct or indirect) than were analyzed in the 2040 General Plan EIR.

7 Summary of Findings

The Housing Element update is part of the City's General Plan, and like other elements within the General Plan, includes goals and policies that the City should meet when it comes to the planning of housing. The Housing Element is unique from the other elements within the General Plan in that it is required to be periodically updated to align with the State's allocation of the RHNA. Also, the Housing Element includes Housing Programs that are required to be implemented within the planning period established for the Housing Element. These programs are usually implemented over time as a separate project after the Housing Element is adopted. The Housing Element update does not involve site-specific projects but does include identified sites that could undergo land use changes through Program H-A to facilitate development of RHNA housing units during the 6th cycle. The sites inventory (provided in the Housing Resources chapter of the Housing Element update) yields housing units that exceed the number needed to meet the RHNA requirements, as demonstrated in Table 3.

The General Plan Program EIR is accompanied the City's 2040 General Plan update. Future development and zoning changes associated with the Housing Element's Housing Programs will be subject to applicable development standards and reviews established by City ordinances.

The Public Health, Safety, and Noise Element update does not involve site-specific projects but proposes policies and implementation actions that are aimed at enhancing emergency response and evacuation procedures and minimizing impacts to people and structures from natural and man-made disasters. Any potential updates to structures or development of climate resilient infrastructure would be designed to mitigate potential impacts associated with climate safety hazards. Potential updates and development would not generate population growth or additional VMT or result in an increase in demand for services or facilities.

This analysis demonstrates that adoption of the Housing Element and Public Health, Safety, and Noise Element update would not result in impacts beyond those addressed or analyzed in the General Plan EIR, nor does the General Plan update present new information that shows impacts would be more significant than those described in the General Plan EIR. Therefore, the General Plan EIR applies to the General Plan update and no additional environmental assessment is required.

This analysis was performed pursuant to CEQA Guidelines Sections 15162 and 15164 and is intended to determine if additional environmental review is required or if the changes proposed by the project are within the scope of the previously certified 2040 General Plan EIR. This analysis determined that the 2040 General Plan EIR is of continuing informational value, the proposed changes in the General Plan update are within the scope of that previously certified EIR, and none of the conditions requiring the preparation of subsequent or supplemental environmental review under CEQA Guidelines section 15162 exists. Therefore, the City of St. Helena, as lead agency, has determined that this Addendum to the EIR is sufficient to meet the requirements of CEQA and no additional environmental review is required. Pursuant to CEQA Guidelines section 15164, this Addendum does not need to be circulated for public review and can be included in or attached to the final EIR. The decision-making body shall consider the Addendum with the Final EIR prior to deciding upon the Project.

8 References

Bibliography

St. Helena, City of. 2018. *St. Helena General Plan Update 2040 Draft Environmental Impact Report SCH#2010042001.* St. Helena, CA. October, 2018.

St. Helena, City of. 2019. *General Plan Update 2040.* St. Helena, CA. April, 2019.

List of Preparers

Rincon, Consultants, Inc. prepared this Addendum under contract to the City of St. Helena. Persons involved in data gathering analysis, project management, and quality control are listed below.

RINCON CONSULTANTS, INC.

Darcy Kremin, AICP, Director
Ryan Russell, Project Manager
Leeza Segal, Associate Planner

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 14, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Adopt Resolution authorizing City Manager to execute an agreement with Websoft for Mobile Maintenance Management System software to track and maintain our underground utility assets as part of Capital Improvement Program (CIP) Projects W26-02 & S26-02 Asset Management and Computerized Maintenance and Management System Development and Implementation for a three-year period and a total not-to-exceed cost of $86,100.00.
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorize acquisition of a web-based asset management and maintenance system to digitally track and strategically maintain City infrastructure assets.
FINANCIAL IMPACT:	The total three-year fiscal impact is $86,100. The cost for Year 1 is $45,150 and the cost for Year 2 and Year 3 is $20,475 each. Costs for Years 1 and 2 are included in CIP Projects W26-02 and S26-02 adopted budgets and Year 3 costs will be incorporated into future operating budgets.

BACKGROUND:

Several CIP Projects in the current 5-year program are focused on inventory and mapping of our underground utility system. Currently there are no complete digital records of the City's utility assets. This software will take data from current projects that are completing inventories of the City's sewer and water systems and the City's road networks and combining them into one digital asset management platform for more efficient management and maintenance of the infrastructure.

MobileMMS supports all types of maintenance programs with intuitive, map-based interfaces, flexible form builders, and customizable workflow configurations. The software integrates seamlessly with our existing GIS data for complete transparency into asset details and information about the surrounding work area. Additional features include a built-in work order management and reporting tool and is configurable to what the City needs.

DISCUSSION:
This program will allow for better planning and tracking of changes to our assets, allowing for pin-pointing trouble spots and managing maintenance strategies more proactively. Not only does it geographically locate all the assets but allows staff to create work orders and document historical, site specific issues for future reference.

This program is fully cloud based and will be used on portable devices by staff to update real time in the field. Staff intend to use this program initially for underground utility assets incorporating all of the CCTV footage that has been gathered through CIP projects and street network assets, but in the future will consider adding other assets to the system, as capacity permits, including but not limited to tree inventories, sidewalk assets, streets light inventories, compliance tracking, inspections, SSO and more.

Cost for Year 1 and Year 2 are budgeted for within CIP Projects W26-02 & S26-02 Asset Management and Computerized Maintenance and Management System Development and Implementation. Ongoing costs past Year 3 will need to be incorporated into future budgets. No additional funding is requested at this time.

Cost Per Year of Contract	
Year 1 (Implementation + Annual Subscription)	$ 45,150.00
Year 2 (annual subscription only)	$ 20,475.00
Year 3 (annual subscription only)	$ 20,475.00
Total Cost of 3-year contract	**$ 86,100.00**

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution
20240514 PSA Websoft Mobile MMS
Implementation Categories

CITY OF ST. HELENA

RESOLUTION NO. 2024-

ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WEBSOFT FOR MOBILE MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AS PART OF CAPITAL IMPROVEMENT PROGRAM PROJECTS W26-02 & S26-02, ASSET MANAGEMENT & COMPUTERIZED MAINTENANCE & MANAGEMENT SYSTEM DEVELOPMENT/IMPLEMENTATION FOR A THREE-YEAR PERIOD AND A TOTAL NOT-TO-EXCEED COST OF $86,100.00

RECITALS

A. There are currently no complete digital records of the City's utilities assets; and

B. Several Capital Improvement Program Projects in the current 5-Year Program are focused on the inventory and mapping of the City's underground utility system; and

C. Mobile MMS Software supports all types of maintenance programs and integrates seamlessly with our existing GIS data for complete transparency into asset details and information about the surrounding work area; and

D. Compiling data from several projects that are completing inventories of the City's sewer and water systems and combining them into one digital asset management platform will allow for more efficient management.

RESOLUTION

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Approves a Professional Services Agreement with Websoft Mobile MMS Software for CIP Projects W26-02 & S26-02 for $86,100.00 and authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting if the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT

WEBSOFT MOBILE MMS SOFTWARE

This Agreement is made and entered into as of May 14, 2024 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Websoft Developers Inc. at 2020 Research park Dr. Ste 140, Davis, CA 95618-6150 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Websoft Mobile MMS Software Subscription (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A"

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $86,100. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **Term.**

The term of this Agreement shall be from **May 14, 2024 to May 13, 2027** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within the mutually agreed upon schedule. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall inform the City when it receives the Notice of completion who it assigns as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of St. Helena	Websoft Developers Inc.
1088 College Avenue	2020 Research Park DR STE 140
St. Helena, CA 94574	Davis, CA 95618-6150

Attn: Joseph Leach

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City’s Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF ST. HELENA AND WEBSOFT DEVELOPERS, INC

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ST. HELENA

By: _____
Anil Comelo
City Manager

WEBSOFT DEVELOPERS, INC.

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A

Scope of Services & Schedule of Charges/Payments

QUOTE

Websoft Developers, Inc.
2020 RESEARCH PARK DR STE 140
DAVIS, California 95618-6150

TOTAL **$45,150.00**

City of St. Helena

Attn: Joe Leach
1088 College Ave
St. Helena, California
94574

Quote #	Q-100128
Quote Date	04/17/2024
Expiry Date	07/18/2024

Subject :

St. Helena: MobileMMS Quotation

We have a new mailing address:
PO Box 4008
Davis, CA 95617

#	ITEM & DESCRIPTION	AMOUNT
1	MobileMMS Subscription Includes yearly hosted software license for MobileMMS software with unlimited access for all agency-related tasks including Work Orders, Customer Service Requests, Vertical Assets, Maintenance, Water and Wastewater management, Compliance, Backflows, and USA ticketing. See attached for a representative list of implemented activities. Licensing will also include Android/IOS App. The implementation below includes only those features related to water, wastewater, and storm.	$20,475.00 1.00 x 20,475.00
2	GIS and Customer Implementation for agency-related tasks related to water, wastewater, and storm. We will convert all existing data sources and publish the City's GIS on our ArcGIS server platform. This implementation cost includes any future modifications. We will meet on site every month with additional interim monthly web-based meetings. * GIS integration and display of all relevant data sources on a web-based system * Conversion of the existing work order/customer service tracking system * Development of complete WWTP and WTP maintenance system - Includes vertical asset representation - Complete preventative and work order management * USA ticketing with positive response * Implementation of Work Order management system - Includes Customer Service (Water/Sewer) integration with Utility Billing - Work Order management including automated routing, workflows, and escalation - Citizen request integration from existing system or web-based form - Collection and distribution preventative programs including line cleaning, CCTV, valve exercising, and flushing * Implementation of Backflow Management System - Three hierarchy system with customer, backflow devices, and tests - Spreadsheet-based synchronization with Utility Billing system	$24,675.00 1.00 x 24,675.00

Billing inquiries should be made to: Manoj Desai at (530) 759-8754 ext. 210or ar@websoftdev.com

#	ITEM & DESCRIPTION	AMOUNT
	- Import of all existing data - Tester portal for remote completion of testing - Customer letters and notifications * Reporting - Use of ad-hoc reporting tools - Development of a 10 customized reports or Excel datasets for management analysis * Training for system use and administrative management	

Sub Total	45,150.00
Total	**$45,150.00**

Terms & Conditions

Recurring yearly fees will be billed annually with 1 initial payment. Initially implementation fee will be billed upon project initiation. Annual renewal will be billed automatically unless customer cancels services prior to renewal date. Renewal rates will include an annual increase equal to 5%. This increase will be waived with a 3 year or longer contract.

MobileMMS Implementation Examples

Area	Category	Task
Water	Backlfow	Testing and scheduling
Water	Customer	Service requests
Water	Distribution	Flushing
Water	Distribution	Main line repairs
Water	Distribution	Meter replacement
Water	Distribution	Service repairs
Water	Distribution	Valve exercising
Water	Water Plant	Daily inspections
Water	Water Plant	Asset representation/tracking
Water	Water Plant	Maintenance
Water	GIS	Point creation/modification
Water	Integration	Utility billing/CRM
Water	Recycled	Use site inspection/tracking
Water	Regulatory	Sampling
Water	Regulatory	Water waster
Water	Wells	Daily inspections
Water	Wells	Asset representation/tracking
Water	Wells	Maintenance
Wastewater	Customer	Service complaints
Wastewater	Distributed	Foaming/root cutting
Wastewater	Distributed	Line cleaning
Wastewater	Distributed	Manhole inspection
Wastewater	Integration	CCTV
Wastewater	Lift Station	Inspections
Wastewater	Lift Station	Asset representation/tracking
Wastewater	Lift Station	Maintenance
Wastewater	Treatment Plant	Daily inspections
Wastewater	Treatment Plant	Asset representation/tracking
Wastewater	Treatment Plant	Maintenance
Wastewater	Regulatory	Fats, Oils, Grease inspections
Wastewater	Regulatory	SIU permitting/inspection
Wastewater	Regulatory	SSO
Streets	Customer	Service requests
Streets	Integration	Street condition/PMI
Streets	Sidewalk	Inspections
Streets	Sidewalk	Maintenance
Streets	Signs	Reflectivity/Inspection
Streets	Signs	Sign GPS location add/move
Streets	Signs	Support and sign maintenance
Streets	Street	Crack sealing
Streets	Street	Maintenance
Streets	Street	Pothole
Solid Waste	SB1383	Solid waste separation management
Trees	Customer	Service requests
Trees	Tree	GPS data point collection
Trees	Tree	Preventative maintenance
Parks	Inspection	Facility inspections
Parks	Parks	Customer requests
Parks	Parks	Park maintenance
Facilities	Facilities	Facility maintenance
Facilities	Facilities	Maintenance requests
Fleet	Customer	Service notification
Fleet	Customer	Service requests
Fleet	Integration	Fuel management
Fleet	Maintenance	Mile/time PM
Other	Inventory	Inventory management
Other	Planning	Permitting
Other	SCADA	SCADA integration
Other	Survey	GPS data point collection
Other	Time card	Time card tracking
Other	Traffic	Signal asset management
Other	Traffic	Traffic requests/studies
Other	USA	USA with positive response
Reporting	Dashboard	Customized user dashboard
Reporting	Excel	User spreadsheet integration
Reporting	Custom	Insurance billing
Reporting	Custom	Official receipts/notification
Reporting	Grid	Quick reports

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 14, 2024
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and approval of a resolution authorizing a temporary closure of Adams Street on Sunday, June 16, 2024, from 6:00 a.m. to 6:00 p.m.; mobile food vendors to park and operate on Library Lane during the car show event; and allowing the possession of open alcoholic beverages on the closed portion of Adams Street during the Rianda House Car Show Event scheduled for June 16, 2024.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	Council previously approved all items for the May 4, 2024 Rianda House Car Show.
STATEMENT OF THE PURPOSE:	Authorize the road closure of Adams Street, allow for mobile food vendors to park and operate on Library Lane for the Rianda House Car Show, and allow open alcoholic beverages on the closed portions of the streets during the event.
FINANCIAL IMPACT:	The Financial Impact is a loss of $1,300 in General Fund Revenues for a fee waiver request the applicant submitted to waive for an encroachment permit fee and road closure fee.

BACKGROUND:

The Rianda House Car Show is presented by the Gunilda Rianda Senior Center Association ("Rianda House") for the purposes of raising awareness of the needs of older adults in the community and raising funds to support Rianda House's programs and services.

This event was previously planned and approved to take place on Saturday, May 4, 2024. Due to rain that would negatively affect the cars presenting in the show, Rianda House has moved the event date to Sunday, June 16, in an effort to avoid inclement weather and encourage community turnout.

The event will require the temporary closure of Adams Street east of Library Lane to the dead end. The closure will occur from 6:00 a.m. to 6:00 p.m. on Sunday, June 16, 2024, with the event itself taking place from 10:00 a.m. to 4:00 p.m. The closure will allow for the event, which is planned to display 75 classic cars and vintage trucks, as well as set-

up and clean-up of the event. Additionally, it will allow for mobile food vendors to operate on Library Lane during the event.

DISCUSSION:
Rianda House will be taking the lead on communicating and coordinating with all residences and businesses within a 1,000-foot radius of the of the road closure, per the conditions of the road closure form, and will coordinate to ensure alternate access for any commercial driveways affected by the closure.

The event will include mobile food vendors to occupy approximately 6 parking spaces on Library Lane, while still allowing the public access to businesses on Library Lane during the event. The food vendors will be blocked off with delineators and caution tape to contain pedestrians on the sidewalk and away from traffic on Library Lane.

There will be a barricade equivalent to K-rail that will prevent errant vehicles driving through the closed portion of Adams Street for the actual event. The registration table will be set up shortly past the barricades. Rented restrooms and trash cans will be placed at either end of the closed portion of Adams Street. Vehicles in the car show will be lined up along the closed portion of Adams Street.

The event will require a permit from the Police Department if amplified music is being utilized and will require security should the gathering be planned for an excess of 250 people.

The event organizers will continue to coordinate and update City staff members from the Police and Public Works Departments and follow through with any additional requirements that staff may have for the actual event.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPROVING (1) A TEMPORARY CLOSURE OF ADAMS STREET ON SUNDAY, JUNE 16, 2024, FROM 6:00 A.M. TO 6:00 P.M. FOR THE RIANDA HOUSE CAR SHOW; (2) APPROVAL OF MOBILE FOOD VENDORS TO PARK AND OPERATE ON LIBRARY LANE DURING THE RIANDA HOUSE CAR SHOW EVENT; AND (3) APPROVING A PERMIT AUTHORIZING THE POSSESSION OF OPEN ALCOHOLIC BEVERAGES ON THE CLOSED PORTION OF ADAMS STREET.

RECITALS

A. Rianda House Senior Activity Center is planning the Rianda House Car Show to bring the community together for the purpose of raising awareness of the needs of older adults in the community and raising funds to support Rianda House's programs and services;

B. The St. Helena Public Works Department has requested temporary closure of Adams Street from east of Library Lane to the dead end of Adams Street for the event;

C. Closure of the City street in the area will provide space for event activities;

D. A request has been made by Rianda House for mobile food vendors to park and operate on Library Lane during the event;

E. St. Helena Municipal Code Section 9.04.010 authorizes the Council, by permit, to allow possession of open alcoholic beverages on public streets or any private or public off-street parking lot; and

F. Section 21101(e) of the California Vehicle Code provides the local authorities may, by resolutions, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer of employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing;

RESOLUTION

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

1. The City Council finds that the benefits derived from the temporary closing of the City street for the Rianda House Car Show outweigh the anticipated inconvenience to the neighborhood and citizens, and authorize closure of Adams Street from east of Library Lane to the dead end of Adams Street on Sunday, June 16, 2024, from 6:00 a.m. to 6:00 p.m.
2. Mobile food vendors are permitted to park and operate on Library Lane while the event takes place.
3. Temporarily closing a portion of the subject street is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.
4. The possession of open containers of alcohol is permitted on public streets and parking lots encompassed by this event.
5. The City Manager is directed to provide reasonable levels of City staff support to accomplish closure of streets and related activities.

Approved at a Regular Meeting if the St. Helena City Council on May 8, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 14, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approve a resolution authorizing the City Manager to enter into a Professional Services Agreement with Haley Aldrich Inc. for engineering services and project management support to procure and replace all city utility smart meters as part of CIP Project W24-04 SMART Meter Deployment for a not-to-exceed cost of $406,000.
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	This project and budget were approved with the adopted 5-Year Capital Improvement Program.
STATEMENT OF THE PURPOSE:	To enter into a Professional Services Agreement with Engineering firm Haley Aldrich to provide owner's representative, design, and construction management services to complete CIP Project W24-04 Smart Meter deployment.
FINANCIAL IMPACT:	The total financial impact of the professional services agreement is a not-to-exceed amount of $406,000. The CIP Project W24-04 has a total project budget of $1.97 million dollars.

BACKGROUND:

Included in the approved 5-Year CIP Program is a project to update all City utility customer water meters to SMART meter technology. SMART meters are efficiency tools that can help insure efficient meter operations, real time readings, and customer access to usage. The meters currently in use only partial SMART technology but the system is sporadic and routinely provides inaccurate readings up to 30% of the time, requiring staff to conduct duplicate and triplicate readings.

By replacing the ageing infrastructure, the City can provide better services to our utility customers with more accurate reads, instant access for the customer on consumption, and lower overhead costs all contributing to keeping rates consistent.

DISCUSSION:

In an effort to expeditiously reduce unaccounted for water and the amount of redundant staff effort to reread faulty meters, staff needs assistance to deliver the SMART meter replacement project. Haley & Aldrich, one of the City's On-Call engineering and project management firms, has been requested to provide assistance. Haley Aldrich has

proposed to provide design, Owners Representative services as well as construction management services to deliver this project.

Design services include preparation of written specifications and standard details that will be combined into a bid packet for contractors to bid on the installation of new, city purchased, meters installed on existing services.

Owner's Representative services include the preparation of four separate staff reports to authorize bidding on the contractor installation work, to authorize the purchase of SMART meters from the City's preferred vendor, to authorize award of a construction contract to the successful bidder, and to accept the completed project and authorize release of bonds.

Construction management services include execution of the construction contract with the successful bidder, facilitating the pre-construction conference, processing contractor pay estimates, review of prevailing wage documents for compliance with DIR requirements, and inspection of the meters, necessary meter boxes, and as-needed concrete replacement.

The CIP Project W24-04 has a total project budget of $1.97 million dollars as shown in Table 1.

Table 1 - W24-04 Budget

Item	Amount Adopted
Design	$150,000
Construction Management	$150,000
Construction Contract	$1,500,000
Contingency	$170,000
TOTAL	**$1,970,000**

Because additional funding of $106,000 is needed to complete the design and implementation portion of the project, staff is requesting funds be transferred from the Construction Contract budget into the Construction Management budget as noted in Table 2.

Table 2 - Recommended W24-04 Budget

Item	Adopted Budget	Recommended Budget
Design	$150,000	$256,000
Construction Management	$150,000	$150,000
Construction Contract	$1,500,000	$1,394,000
Contingency	$170,000	$170,000
TOTAL	**$1,970,000**	**$1,970,000**

Haley Aldrich, Inc
Haley Aldrich, Inc has provided full-service engineering and construction management services such as capital project design for sewer, water, storm drain, transportation (including pavement and roadway design, pedestrian safety and bicycle facilities); project/program management; development review; encroachment permit processing; construction management and inspection; and program/project management of projects in coordination with other consultants. The City is currently working with Haley Aldrich on several additional CIP projects and their intimate knowledge of the City infrastructure is very beneficial to the this and other projects.

While the Water & Wastewater Rate Study programmed the funding for this project via bonds, staff continues to seek grants and alternative funding sources to reduce the total debt incurred by water customers.

Staff recommends approval of this professional services agreement.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution Smart Meter PSA Haley _ Aldrich
0208353-017.REVISEDProposal.SMART Meter Deployment.2024-04-24

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPROVAL OF A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE ON-CALL ENGINEERING FIRM HALEY & ALDRICH FOR ENGINEERING, PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR CAPITAL IMPROVEMENT PROGRAM PROJECT W24-04 SMART METER DEPLOYEMENT FOR A NOT-TO-EXCEED COST OF $406,000.00.

RECITALS

A. SMART meters are efficiency tools that can help insure efficient meter operations, real time readings, and customer access to usage.

B. The meters currently in use only partial SMART technology but the system is sporadic and routinely provides inaccurate reads up to 30% of the time, requiring staff to conduct duplicate and triplicate readings.

C. Included in the approved 5-Year CIP Program is a project to update all City utility customer water meters to SMART meter technology.

D. By replacing the ageing infrastructure, the City can provide better services to our utility customers with more accurate reads, instant access for the customer on consumption, and lower overhead costs all contributing to keeping rates consistent.

E. In an effort to expeditiously reduce unaccounted for water and the amount of redundant staff effort to reread faulty meters, staff needs assistance to deliver the SMART meter replacement project.

F. Haley & Aldrich, one of the City's On-Call engineering and project management firms has provided a proposal to provide design, Owners Representative services as well as construction management services for this project.

RESOLUTION

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Approves a Professional Services Agreement with Haley Aldrich for the engineering, design, and construction management services for CIP Project W24-04 for $406,000.00.
3. Authorizes a budget transfer of $106,000 from the Construction line 31-60 item to Design line item 31-10 for this project.
4. Authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting if the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
925.393.3092 Dir
925.433.2321 Teams
salman@haleyaldrich.com

April 24, 2024

Joe Leach, PE, Director
Public Works Department
Lesley Milton
Assistant to the City Manager
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Subject: **REVISED PROPOSAL** - Capital Improvement Project W24-04 SMART Meter Deployment

Dear Joe, and Lesley,

Thank you for inviting Haley & Aldrich, Inc. (Haley & Aldrich) to submit this revised proposal to provide owner's representative, design, and construction management services, with a five (5%) percent contingency, on a time and materials, not-to-exceed, basis for Capital Improvement Project No. W24-04, SMART water meter deployment. Project W24-04 is described in the currently approved Capital Improvement Program as a four-fiscal year project beginning FY 2023/24 and completed FY 2026/27. St. Helena has directed Haley & Aldrich to move as expeditiously as possible to deliver the total project within the next fiscal year. If successful, the project would be completed by June 30, 2025. Haley & Aldrich has revised this proposal to reflect the increased cost of completing the project by June 30, 2025.

The design portion of this work will consist of a written specification and standard details that will be combined into a bid packet for contractors to bid on the installation of new, city purchased, meters installed on existing services. The bid documents will also include specifications and standard drawings for replacement of valve boxes, if needed, and removal and replacement of concrete (sidewalk flags) if needed to facilitate the replacement of meter boxes. Concrete removal and replacement will be bid incrementally by the square foot to allow removal and replacement to the nearest expansion, or control joint.

Owner's Representative services include the preparation of four separate staff reports to authorize bidding the contractor installation work, to authorize the purchase of SMART meters from the city's preferred vendor, to authorize award of a construction contract to the successful bidder, and to accept the completed project and authorize release of bonds.

Construction management services include execution of the construction contract with the successful bidder, facilitating the pre-construction conference, processing contractor pay estimates, review of contractor's prevailing wage documents for compliance with DIR requirements, and construction observation of the installed meters, necessary meter boxes, and as-needed concrete replacement.

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
925.393.3092 Dir
925.433.2321 Teams
salman@haleyaldrich.com

Construction observation is proposed and budgeted at three (3) days per week for fifty-two (52) weeks. In order to accomplish the installation of 2,800.0 new water meters in one year, the contractor will have to average fifty-four (54) meter installations each week for fifty-two straight weeks. Observation time required to observe each installation and provide documentation to support processing contractor pay estimates will require a minimum of three days per week. This requires the construction observer to complete approximately 2.5 meters per hour including travel time between meter locations. Additional time is allotted in this estimate for the preparation of Daily Field Reports and travel time to and from the project site.

Project W24-04 in the approved Capital Improvement Program includes design and construction management budgets of $150,000 each with a total of $300,000. This revised proposal requires a total time & materials, not-to-exceed budget of $406,000, rounded to the nearest thousand dollars, to provide owner's representative, design, and construction management services, with a five (5%) percent contingency, to complete the overall project within FY 2024/25 (June 30, 2025). All scope items are shown, with budget amounts, in the spreadsheet attached to this proposal.

Please reach out to me on 925.393.3092 or salman@haleyaldrich.com with any questions regarding this proposal.

Thank you, Joe, and Lesley.

Scott D. Alman, P.E.
Senior Principal Engineer

Phil Gregory, PE, GE
Senior Principal Engineer

		Total	Labor	Expense	Consultants
		405,611.50	**355,296.50**	**41,075.00**	**9,240.00**
Project Management		14,674.50	14,242.50	432.00	-
	Project Management	12,034.50	11,602.50	432.00	-
	Subcontract Management - DIR Subconsultant	2,640.00	2,640.00	-	-
PS&E/Bid Docs		43,120.00	42,845.00	275.00	-
	Bid Document Set	23,550.00	23,550.00	-	-
	Staff Report to Authorize Bid Process	3,460.00	3,460.00	-	-
	Advertise Bids	485.00	210.00	275.00	-
	Receive/Evaluate/Answer Five (5) Bidder RFIs	3,025.00	3,025.00	-	-
	Issue Two (2) Bid Addendums	5,680.00	5,680.00	-	-
	Receive/Open/Evaluate Bids	1,480.00	1,480.00	-	-
	Staff Report to Award Construction Coontract	2,720.00	2,720.00	-	-
	Staff Report to Purchase SMART Meters	2,720.00	2,720.00	-	-
Construction Management		318,622.00	291,289.00	18,093.00	9,240.00
	Construction Contract execution	4,800.00	4,800.00	-	-
	Preconstruction Conference	3,640.00	3,640.00	-	-
	Process Contractor Pay Estimates	5,220.00	5,220.00	-	-
	DIR Prevailing Wage Review	13,440.00	4,200.00	-	9,240.00
	Construction Observation	223,662.00	205,569.00	18,093.00	-
	DFR Preparation	33,930.00	33,930.00	-	-
	Travel Time	33,930.00	33,930.00	-	-
Project Close-out		6,920.00	6,920.00	-	-
	Staff Report to Accept Project and Release Bonds	6,920.00	6,920.00	-	-
Project Contingency		22,275.00	-	22,275.00	-
	5% Contingency	22,275.00	-	22,275.00	-

From: Jeff Farmer
To: Public Comment
Subject: [External] Consent Items 10.4, 10.5, 10.10
Date: Friday, May 10, 2024 8:30:30 AM

Honorable Mayor and Council Members:

I am gratified to see that these consent items address the potable water loss problem and give us tools to more accurately measure water loss.

More needs to be done to replace potable with recycled water and find new sources of water for St. Helena. We need to find customers for recycled water, re-explore connecting to the PUC water system, increase the efficiency of Bell Canyon reservoir and find more users of water from the Lower Reservoir. At a County level we need to examine the benefits of new or different system interties and regional cooperation with other water agencies.

These consent items are a good step in that direction.

Jeff Farmer
1533 Tainter
St. Helena

From:	Eric Hall
To:	Cindy Tzafopoulos
Cc:	Anil Comelo
Subject:	[External] Public Comment - Water Supply
Date:	Friday, May 10, 2024 7:15:06 PM
Attachments:	image.png

Cindy,
As I will not be present at next week's Council meeting, please distribute this to Council as Public Comment. Thank you.

Jeff Farmer's public comment, submitted Friday, May 10, is right on the mark. We are long overdue in dutifully studying and understanding pros/cons of various options to increase and secure our water supply.

As a community, we are all doing much better conserving, and we will continue to progress with new technologies and habits. However, even with full reservoirs and historic snowpacks at the moment, we cannot lose sight of the ongoing need to improve water security for St. Helena. Now is the time, without the pressure of crisis management, to consider more supply options for the future.

The current upgrades to the wastewater treatment plant in theory should allow us to reclaim and reuse upwards of 300 acre feet of water each year ~ that's a 15-20% increase in our supply (the equivalent of 400 new households).

It's incumbent on this Council to think deeper and farther out, to recognize the many other opportunities available to us and to recommend staff analyze the pros and cons of these various potentialities, including:
* Regional interties with SH Hospital and PUC; Rector Reservoir in Yountville, Lake Hennessy with City of Napa; main line to Calistoga from Napa
* Raising Bell Canyon dam 10 feet (doubles Bell Canyon capacity)
* Drilling new municipal well near Tank 2 and Lower Reservoir (to replace and/or supplement Stonebridge wells)
* Explore whether or not the City has rights to certain private wells during declared water emergencies
* Others as suggested by staff, council or the community

I recommend staff explore each of these and return to Council this fall with pros/cons, political, legal, cost constraints on each of these ideas. Which are feasible at what cost and which aren't?

I hope one or more of my council mates will second this idea to require staff agendize this item.

Thank you.
Best,
E

From: Jeff Farmer
To: Public Comment
Subject: [External] Consent Items 10.4, 10.5, 10.10
Date: Friday, May 10, 2024 8:30:30 AM

Honorable Mayor and Council Members:

I am gratified to see that these consent items address the potable water loss problem and give us tools to more accurately measure water loss.

More needs to be done to replace potable with recycled water and find new sources of water for St. Helena. We need to find customers for recycled water, re-explore connecting to the PUC water system, increase the efficiency of Bell Canyon reservoir and find more users of water from the Lower Reservoir. At a County level we need to examine the benefits of new or different system interties and regional cooperation with other water agencies.

These consent items are a good step in that direction.

Jeff Farmer
1533 Tainter
St. Helena

Page 1 / 1

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Eric M. Hall
Email: erichallemail@gmail.com
Cell: (925) 708-2686

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 14, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval of a Resolution Authorizing execution of a contract with On-Call Engineering firm Haley Aldrich for engineering, design, project and construction management services for Capital Improvement Program (CIP) Project S24-05 Del Campo Gravity Sanitary Sewer Main Replacement Project for a not to exceed cost of $239,095.50.
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	Capital Improvement Program Project S24-05 was approved in the 5-Year CIP.
STATEMENT OF THE PURPOSE:	To approve a contract for project management, design, and construction management services to be able to complete the Del Campo Gravity Sanitary Sewer Main Replacement Project – CIP Project S24-05.
FINANCIAL IMPACT:	The approved budget for this project is $608,000 which includes design, construction management, construction, and contingency. $108,000 was budgeted for design and construction management and the total project costs for this contract is $239,095.50. No additional funds are being requested; however, staff is requesting that $131,095.50 be transferred from Construction to Design to facilitate the exploration and design of alternate plans.

BACKGROUND:

The Integrated Utility Master Plan (https://www.cityofsthelena.org/DocumentCenter/View/185/2021-04-Integrated-Utility-Master-Plan-PDF) prepared by Carollo Engineers in April of 2021 included the need to replace the Del Campo Gravity Sanitary Sewer Main.

> Gravity Main along Del Campo Court (Project WWGM-6): This project includes the replacement of approximately 450 feet of 15-inch, and 18-inch diameter pipeline along Del Campo Court, between Hunt Avenue and Paseo Grand Drive; and 910 feet of 18-inch diameter pipeline along Paseo Gran Drive, between Del Campo Court and Los Robles Court. The flow levels of the pipeline cause an SSO upstream under PWWF conditions. To mitigate the risk of SSO occurring during

PWWF conditions, it is recommended that the existing pipeline be replaced with a 21-inch diameter pipeline.

Based on the above recommendation, Project S24-05 Replacement of the Del Campo Sewer Main was created and approved in the 5-Year CIP.

Additionally, upon further investigation, staff has identified that the designs and the constructed sewer infrastructure at Vineyard Valley might be inconsistent leading to potential sanitary sewer overflow (SSO) threats during high-flow events. These high-flow events are exacerbated by high Inflow and Infiltration (I&I) throughout the entire collection system. An alternate design is needed to prevent future SSO events. Additionally, future sewer rehabilitation projects will be targeted at preventing (eliminating) I&I throughout the collection system, thereby reducing the threat of future SSOs.

DISCUSSION:
Since the final design or project scope is not yet defined, the proposed scope of work includes additional analysis of the project and possible recommended remedies. The full proposed scope of services is included in more detail in Exhibit A of the attached contract but in general are as follows:

1. Project Management of the project.
2. Review and Evaluate Closed Circuit Television (CCTV) inspection footage of the existing sewer line.
3. Perform flow calculations to estimate hydraulic grade line and Energy Grade Line.
4. Estimate the impact of inflow and infiltration (I&I) on the flow.
5. Prepare Plans, Specifications and Engineering designs for either repair of the existing pipeline, or replacement of the existing with new 21-inch pipe.
6. Manage bid process and award construction contract including drafting, posting and facilitating the bid process, as well as drafting staff reports for Council approval.
7. Construction Management services through the full construction of the project.

Haley Aldrich, Inc
Haley Aldrich, Inc has provided full-service engineering and construction management services such as capital project design for sewer, water, storm drain, transportation (including pavement and roadway design, pedestrian safety and bicycle facilities); project/program management; development review; encroachment permit processing; construction management and inspection; and program/project management of projects in coordination with other consultants. The City is currently working with Haley Aldrich on several additional CIP projects and their intimate knowledge of the City infrastructure is very beneficial to the this and other projects.

Staff recommends approval of this professional services agreement.

ENVIRONMENTAL REVIEW: Not a CEQA project

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution Haley _ Aldrich Del Campo Sewer
20240514 HA Del Campo Sewer PSA

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPROVAL OF A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE ON-CALL ENGINEERING FIRM HALEY & ALDRICH FOR ENGINEERING, DESIGN, PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR CAPITAL IMPROVEMENT PROGRAM PROJECT S24-05 DEL CAMPO SANITARY SEWER MAIN REPLACEMENT FOR A NOT-TO-EXCEED COST OF $239,095.50.

RECITALS

A. The Integrated Utility Master Plan prepared by Carollo Engineers included the need to replace the Del Campo Gravity Sewer Main; and

B. Replacing approximately 1,360 feet of undersized pipeline with upsized 21” pipeline along Del Campo Court and Paseo Gran Drive is required to prevent Sanitary Sewer Overflows; and

C. The Capital Improvement Program Project S24-05 Replacement of the Del Campo Sewer Main was created and approved as part of the 5-Year Capital Improvement Program; and

D. City Staff has identified that the designs and constructed sewer infrastructure at Vineyard Valley are inconsistent and may contribute to Sanitary Sewer Overflows during high-flow events that are exacerbated by high Inflow and Infiltration; and

E. City Staff have determined an alternate design is needed for Vineyard Valley to prevent further Sanitary Sewer Overflow events and eliminate Inflow & Infiltration throughout the upstream collection system; and

F. Haley Aldrich, Inc has provided full-service engineering and construction management services in the past including capital project design for sewer.

RESOLUTION

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Approves a Professional Services Agreement with Haley Aldrich for the engineering, design, and construction management services for CIP Project S24-05 for $239,095.50.
3. Authorizes a budget transfer of $131,095.50 from the Construction Management line 31-60 item to design line item 31-10 for this project.
4. Authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting if the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Del Campo Sewer Replacement S24-05

This Agreement is made and entered into as of March 26, 2024 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Haly & Aldrich, Inc. a Limited Liability Corporation with its principal place of business at 785 Ygnacio Valley Road, Walnut Creek, CA 94596 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and of needs professional services for the following project:

Del Campo Sanitary Sewer Main Replacement Project CIP S24-05

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $239,095.50. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **Term of Performance**

The term of this Agreement shall be from **May 14, 2024- April 30, 2026** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder according to the schedule established in the Scope of Work Exhibit A. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in

excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses,

liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that

affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be

entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign a project manager prior to contract excution. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of St. Helena	Haley & Aldrich, Inc
1088 College Avenue	785 Ygnacio Valley Road
St. Helena, CA 94574	Walnut Creek, CA 94596
Attn: Fire Chief	

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND HALEY & ALDRICH, INC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ST. HELENA	COATLAND ENGINEERING
By: _____	By: _____
Anil Comelo	Scott Alman, PE, QSD
City Manager	Sr. Principal Planner

ATTEST:

By: _____
Cindy Tzafopoulos, City Clerk

EXHIBIT A

Scope of Services

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
925.433.2321
925.393.3092
salman@haleyaldrich.com

24 April 2024
File No. 0208353-016

Attn: Joe Leach
Director of Public Works
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Subject:**Del Campo Gravity Sanitary Sewer Main Replacement Project**

Dear Joe:

Thank you for inviting Haley & Aldrich, Inc. (Haley & Aldrich) to propose our services for project management, design, and construction management services for the Del Campo Gravity Sanitary Sewer Main Replacement Project – CIP Project S24-05 to the City of St. Helena. Based on the information provided in St. Helena's approved Capital Improvement Program and the Integrated Utility Master Plan prepared by Carollo Engineers in April of 2021, the Del Campo Gravity Sanitary Sewer Main Replacement Project is intended to replace the existing 450-lineal feet of 15 and 18-inch diameter pipeline along Del Campo Court between Hunt Avenue and Paseo Padre Drive; and 910 feet of 18-inch diameter pipeline along Paseo Grand Drive, between Del Campo Court and Los Robles Ct with 21-inch pipeline (Integrated Utility Master Plan WWGM-6).

A field trip to review the site and existing system with Clayton Church and Mario Traverso confirmed that Manhole #17 shown on Drawing 8 (sheet 9 of 36) of the M. Carlton Yoder, Napa River Trunk Sewer As-Built plans was dramatically lowered during the construction of Vineyard Valley and now poses a sanitary sewer overflow (SSO) threat during high-flow events. Currently, Manhole #17 is approximately four feet deep to the pipe flowline. The original As-Built plans show Manhole #17 being approximately eleven feet deep to the pipe flowline. During high-flow events, the hydraulic grade line (HGL) exceeds the depth of the manhole and an SSO occurs. There is an additional concern that the finish floor elevations of the surrounding structures may be at similar elevations to the HGL and thus also at risk of an SSO.

With the construction of Vineyard Valley, two additional sanitary sewer lines were directed into Manhole #17 and an additional manhole was constructed in between Manholes #16, and #17. Based on anecdotal information offered by Clayton Church, Manholes #16 and #18 have not experienced SSO events, nor has the newer Manhole constructed by the Vineyard Valley development between Manholes #16 and #17. This makes sense since the top of manhole elevations are significantly higher in elevation, possibly above the HGL, and Manhole #17 provides relief by overtopping thereby relieving any pressure on the other three manholes. It is unclear if Manholes #16 and #18 or the newer Manhole constructed by the Vineyard Valley development between Manholes #16 and #17 would experience an SSO if Manhole #17 was not in the system to provide relief. Flow calculations will need to be prepared to estimate the HGL and Energy Grade Line (EGL) during a typical/average high-flow event.

We understand that St. Helena has had the sewer lines in question investigated by CCTV and is awaiting the results of that investigation. Haley & Aldrich will require that CCTV information and review same to make a recommendation for an alternative design to facilitate preventing future SSO events.
One potential solution that will be investigated for feasibility would be to reconstruct Manhole #17 with a waterproof bolt-down "sealed" manhole cover, place backflow prevention devices on all sewer services and connecting lines in between Manhole #16, and Manhole #18, increase the sewer pipe diameter to 21-inches per the masterplan. This would force any backup into Manholes #16, and #18, and the newer manhole between the two. It remains to be determined if the three manholes provide adequate capacity to prevent an SSO at any of them.

Additional anecdotal information from Clayton Church claims that the high-flow events are exacerbated by high Inflow and Infiltration (I&I) throughout the entire collection system. The Napa River Trunk Sewer carries much, if not most, of the waste stream from the entire St. Helena collection system, so I&I in the upper reaches of the collection system has a large impact on the Napa River Trunk Sewer. Preventing (eliminating) I&I throughout the upstream collection system can reduce the threat of an SSO at Manhole #17 although it isn't believed that it will be completely eliminated due to the current shallowness of Manhole #17.

The following scope of work and estimated fee include both the design and construction management of this project. The proposed fee exceeds the budget for design and construction management as shown in the approved FY 2023-24 to FY 2027-28 Capital Improvement Program.

Scope of Work:

1. Project Management;
    a. Project Management;
    b. Subcontracting;
2. Review and Evaluate CCTV inspection of the existing sewer line;
3. Perform flow calculations to estimate HGL and EGL for Manhole #17;
4. Estimate the impact of I&I on the flow through Manhole #17;
5. Prepare PS&E for either repair of the existing pipeline, or replacement of the existing with new 21-inch pipe:
    a. Survey manhole lids and pipe inverts at existing manholes;
    b. Internal and External Team meetings;
    c. Prepare PS&E package (30%, 70%, and 100% submittals);
6. Manage bid process and award construction contract:
    a. Staff Report to authorize bid process;
    b. Advertise Bid period;
    c. Facilitate Pre-Bid Conference;
    d. Respond to pre-bid conference questions from contractors;
    e. Issue up to two (2) bid addendums;
    f. Receive and analyze contractor's bids and prepare bid analysis sheet;
    g. Staff report to award construction contract;
    h. Prepare contract document and collect contractor's bonds and insurance and Contract execution.
7. Construction Management services:
    a. Facilitate pre-construction conference;

b. Respond to up to ten (10) contractor requests for information (RFI);
c. Negotiate and Issue up to five (5) contract change orders;
d. Manage contractor construction schedule;
e. Weekly construction meeting (8 weeks, remote) with contractor and city;
f. Evaluate, analyze, and approve contractor pay estimates;
g. DIR prevailing wage review & approval;
h. Provide up to eight (8) weeks of full-time construction inspection;
i. Review and approve traffic control plans;
j. Prepare Punch List, and perform punch list inspections;
k. Staff report for project acceptance and release of bonds;
l. Prepare As-Built plans for completed project;
m. Close project file and transfer to city.

Haley & Aldrich's proposed budget to provide the scope of work described above estimated at a time & materials, not to exceed fee of $239,095.50 as shown in the table on the following page.

Sincerely yours,
HALEY & ALDRICH, INC.

Scott D. Alman, PE
Sr. Principal Engineer

Phil Gregory, PE, PG
Sr. Principal Engineer

HALEY ALDRICH

		Total	Labor	Expense	Consultants
		239,095.50	**224,995.00**	**2,000.50**	**12,100.00**
Project Management		9,560.00	9,560.00	-	-
	Project Management	7,840.00	7,840.00	-	-
	Subcontracting	1,720.00	1,720.00	-	-
Review and Evaluate CCTV, Flow Calculations, I and I Impact to Flow		15,120.00	15,120.00	-	-
	Review CCTV Files	6,480.00	6,480.00	-	-
	Determine Repairs/Replacements Needed	2,160.00	2,160.00	-	-
	Sewer Flow Calculations	2,160.00	2,160.00	-	-
	Estimate I and I Impacts to Pipe Flow	4,320.00	4,320.00	-	-
Prepare PS&E		73,947.50	68,080.00	367.50	5,500.00
	Survey Manhole Lids and Pipe Inverts at Manholes-ALBION	11,747.50	5,880.00	367.50	5,500.00
	Weekly Internal Team Progress Meetings	6,480.00	6,480.00	-	-
	Semi-Weekly External Project Meetings with City	5,720.00	5,720.00	-	-
	Prepare PS&E/Bid Docs (scope listed below)	50,000.00	50,000.00	-	-
	- Prepare 30% Plan Set	-	-	-	-
	- Prepare 70% Plan Set	-	-	-	-
	- QA/QC Review of 70% Plan Set	-	-	-	-
	- Prepare 100% Plan Set	-	-	-	-
	- QA/QC Review of 100% Plan Set	-	-	-	-
	- Prepare 70% Specifications	-	-	-	-
	- Prepare 100% Specifications	-	-	-	-
	- Admin Review of 100% Specifications	-	-	-	-
	- QA/QC 100% Specifications	-	-	-	-
	- Prepare 70% Opinion of Construction Cost	-	-	-	-
	- Prepare 100% Opinion of Construction Cost	-	-	-	-
	- Admin Review of 100% Opinion of Construction Cost	-	-	-	-
	- QA/QC Review of 100% Opinion of Construction Cost	-	-	-	-
	Assemble Final PS&E Bid Package	-	-	-	-
	QA/QC Review Final PS&E Bid Package	-	-	-	-
Manage Bid Process		14,200.00	14,200.00	-	-
	Staff Report to Authorize Bid Process	2,720.00	2,720.00	-	-
	Advertise Bid Period	210.00	210.00	-	-
	Pre-Bid Conference	990.00	990.00	-	-
	Two (2) Bid Addendums	5,140.00	5,140.00	-	-
	Receive & Analyze Bids	1,180.00	1,180.00	-	-
	Staff Report to Authorize Contract Award	2,720.00	2,720.00	-	-
	Contract, Bonds, Insurance	1,240.00	1,240.00	-	-
Construction Management Services		126,268.00	118,035.00	1,633.00	6,600.00
	Pre-Construction Conference	1,800.00	1,800.00	-	-
	Answer Ten (10) Contractor Requests for Information	2,775.00	2,775.00	-	-
	Negotiate & Issue Five (5) Contract Change Orders	11,600.00	11,600.00	-	-
	Manage Contractor's Construction Schedule	1,480.00	1,480.00	-	-
	Contractor Pay Estimates	1,620.00	1,620.00	-	-
	DIR Prevailing Wage Review & Approval	8,280.00	1,680.00	-	6,600.00
	Construction Inspections	60,833.00	59,200.00	1,633.00	-
	Review Traffic Control Plans	2,960.00	2,960.00	-	-
	Punchlist and Punchlist Inspections	7,400.00	7,400.00	-	-
	Staff Report to Authorize Project Acceptance & Bonds Release	5,440.00	5,440.00	-	-
	As-Built Plans	5,280.00	5,280.00	-	-
	Weekly Const. Meeting with Contractor & City (Remote)	12,360.00	12,360.00	-	-
	Clean/Close Project File & Transfer to City	4,440.00	4,440.00	-	

From: Jeff Farmer
To: Public Comment
Subject: [External] Consent Items 10.4, 10.5, 10.10
Date: Friday, May 10, 2024 8:30:30 AM

Honorable Mayor and Council Members:

I am gratified to see that these consent items address the potable water loss problem and give us tools to more accurately measure water loss.

More needs to be done to replace potable with recycled water and find new sources of water for St. Helena. We need to find customers for recycled water, re-explore connecting to the PUC water system, increase the efficiency of Bell Canyon reservoir and find more users of water from the Lower Reservoir. At a County level we need to examine the benefits of new or different system interties and regional cooperation with other water agencies.

These consent items are a good step in that direction.

Jeff Farmer
1533 Tainter
St. Helena

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 14, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Authorization to pay invoices from Rain For Rent for a cost not-to-exceed $40,069.42 and Herc Rentals for a cost not-to-exceed $69,114.15 for emergency pump rentals at the Water Treatment Plant and the Wastewater Treatment Plant for high flow events due to extended rain season
RECOMMENDED ACTION:	Authorization to issue payment for pump rentals needed for inflow & influent (I&I) and Sanitary Sewer overflow (SSO) mitigation.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorize payment for pump rentals that have exceeded staff budget purchasing authority.
FINANCIAL IMPACT:	The total financial impact to the Water Fund is $69,114.15 and to the Wastewater Fund is $40,069.42 and can be absorbed in the FY 24 adopted budget.

BACKGROUND:

This winter season was unseasonably wet and both the Water and the Wastewater Treatment facilities required additional pumping capacity to be able to maintain adequate operations and stay compliant with health and safety regulations.

The Water Treatment Plant rented a decanting pump for dewatering the sludge ponds from Herc Rentals for a total of 6 months. The Wastewater Treatment Plant and wastewater distribution rented a 4" rental bypass pump for high flow events used to prevent Sanitary Sewer Overflows (SSOs) from Rain for Rent. Any instance of an SSO is a threat to public health and safety.

DISCUSSION:

Rental costs were incorporated into the FY 24 adopted budget however, rentals were needed longer than anticipated due to the extended rain season, and both services have exceeded the threshold for purchasing. Therefore, in order to pay the existing invoices, City Council authorization is required for both rentals. Staff followed procurement policies obtaining three standard quotes from different vendors and selecting the lowest cost. However keeping the equipment longer than anticipated caused the cost to exceed the purchasing threshold past the authority of staff. Below is a summary of the rentals and costs.

Rain for Rent:
The original quoted rental bypass pump for three months was a total cost of $20,831.48. However additional rain events required keeping the pump for an extended period of time for an additional $19,237.94 for a total invoiced amount of $40,069.42.

Funds for the additional expenses can be absorbed in the FY 24 adopted budget through a budget transfer from 571-50-20-24-45 to 571-50-20-21-25 in the amount of $19,237.94. This transfer is under staff's authority and will be made administratively.

Herc Rentals:
Sludge pump rental cost was estimated to not exceed $37,698; however, since the pump was needed for a longer period of time, the total total cost is $69,114.15, which exceeds the current authority.

Funds for the additional expenses can be absorbed in the FY 24 adopted budget through a budget transfer from 561-50-34-24-45 to 561-50-34-21-25 in the amount of $31,416.15. This transfer is under staff's authority and will be made administratively.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

Resolution (3)
Herc Invoices WTP rental
Rain for Rent invoices WWTP

CITY OF ST. HELENA

RESOLUTION NO. 2024-

AUTHORIZATION TO PAY INVOICES FROM RAIN FOR RENT FOR A COST NOT-TO-EXCEED $40,069.42, AND HERC RENTALS FOR A COST NOT-TO-EXCEED $69,114.15, FOR EMERGENCY PUMP RENTALS AT THE WATER TREATMENT PLANT AND THE WASTEWATER TREATMENT PLANT

RECITALS

A. The winter season was unseasonably wet and both the Water and Wastewater Treatment facilities required additional pumping capacity to maintain adequate operations and stay compliant with health and safety regulations;

B. The Water Treatment Plant required a decanting pump rental for dewatering the sludge ponds; and

C. The Wastewater Treatment Plant required the rental of a 4” bypass pump for high flow events in order to prevent Sanitary Sewer Overflows;

RESOLUTION

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

1. The rentals of a decanting pump and a bypass pump were necessary for the Water and Wastewater Treatment facilities due to the extended rainy season in order to maintain operations and comply with health and safety regulations.
2. Authorization to pay invoices to Rain for Rent for a total not-to-exceed amount of $40,069.
3. Authorization to pay invoices to Herc Rentals for a total not-to-exceed amount of $69,114.15.

Approved at a Regular Meeting if the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

352 1 SP 0.640 E0352X I0713 D12739596870 S2 P10257044 0001:0002

CITY OF ST HELENA
1088 COLLEGE AVE
SAINT HELENA CA 94574-1366

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
33309476-019	04/23/2024
INVOICE AMOUNT	**CURRENCY**
$ 6283.23	USD
CUSTOMER NO.	**TERMS**
1602075	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	PRO CONTROL By Herc Rentals www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
LFWPP1107	54660952	1602075	KEITH JONES
ORDERED BY	**DELIVERED BY**	**SIGNED BY**	**CLOSED BY**
GARDETTE, DARREN	GEORGE	WET SIGNATURE	

JOB #/SITE
2 - CITY OF ST HELEN

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	PUMP VAC ASSIST HIGH HEAD 6X4IN DSL **IC#:** 800019663 **CAT/Class:** 8041490 **Make:** CORNELL **Model:** 4NHTB **Ser #:** 191031 17.50 LICENSE: CA SE729747 HR OUT: 5776.91 HR IN: HR CHG: CA PROPERTY TAX RECOVERY FEE 2217999001 EMISSIONS & ENV SURCHARGE EMISSIONS	8/ 520.00	86.67	520.00	1565.00	5105.00	5105.00 38.29 101.08

SALES ITEMS:

QTY	ITEMS	UNIT	PRICE	AMOUNT
160	PREVENT MAINT $3.50 3770000001 - PREVENTATIVE MAINTENANCE	EA	3.50	560.00

To ensure accurate payment processing, please include a remittance with your payment. If paying by ACH or Wire, please send remittance to HercTimeChecks@hercrentals.com.

Check fraud is on the rise. The safest way to make payments is through our secure ProControl NextGen Website. To enroll please talk with your sales representative or call 1-877- 953-8778, opt 1, 1. You can also visit www.HercRentals.com

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
CITY OF ST HELENA
410 CRYSTAL SPRINGS RD
SAINT HELENA, CA 94574

RENTED FROM:
HERC RENTALS 705
7727 OAKPORT STREET
OAKLAND, CA 94621
PH: 510-633-2040

	Original	Adjustment	Total
RENTAL CHARGES	5105.00		5105.00
OTHER CHARGES	699.37		699.37
TAXABLE CHARGES	5804.37		5804.37
TAX	478.86		478.86
TOTAL CHARGES	6283.23		6283.23

RENTAL DAYS: 28
INVOICE FROM: 3/26/24
INVOICE TO: 4/23/24

RENTAL START DATE: 11/08/22 8:00

LATE CHARGES MAY APPLY

CUSTOMER #: 1602075 RES/QUOTE #:54660952 INVOICE #: 33309476-019 INVOICE DATE: 04/23/2024

Page 1 of 1

0001:0002

Invoice 33309476-019

6,283.23 USD | Herc Rental

Invoice Status	Pending Approval
Handled By	Darren Gardette
Processing Began	05/01/2024 Received From Jesus Gonzalez
Invoice Type	Invoice
Due Date	05/23/2024

Vendor	Herc Rental	HERCRENT
Invoice Date	04/23/2024	
Invoice Amount	6,283.23 United States dollar	

An invoice approval request has been submitted to Darren G. and Joe L.

Jesus G. 05/01/2024 16:38

Coding details have been updated

Additional details

Jesus G. 05/01/2024 16:38

Invoice created

scan_0004.pdf

Jesus G. 05/01/2024 10:56

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

325 1 SP 0.640 E0325X I0634 D12623274224 S2 P10212398 0001:0002

CITY OF ST HELENA
1088 COLLEGE AVE
SAINT HELENA CA 94574-1366

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
33309476-018	03/26/2024
INVOICE AMOUNT	**CURRENCY**
$ 6283.23	USD
CUSTOMER NO.	**TERMS**
1602075	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	PRO CONTROL By Herc Rentals www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
LFWPP1107	54660952	1602075	KEITH JONES
ORDERED BY	**DELIVERED BY**	**SIGNED BY**	**CLOSED BY**
GARDETTE, DARREN	GEORGE	WET SIGNATURE	

JOB #/SITE
2 - CITY OF ST HELEN

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	PUMP VAC ASSIST HIGH HEAD 6X4IN T4F DSL **IC#:** 800019663 **CAT/Class:** 8041490 **Make:** CORNELL **Model:** 4NHTB **Ser #:** 191031 17.50 LICENSE: CA SE729747 HR OUT: 5776.91 HR IN: HR CHG:	8/ 520.00	86.67	520.00	1565.00	5105.00	5105.00
	CA PROPERTY TAX RECOVERY FEE 2217999001						38.29
	EMISSIONS & ENV SURCHARGE EMISSIONS						101.08

SALES ITEMS:

QTY	ITEMS	UNIT	PRICE	AMOUNT
160	PREVENT MAINT $3.50 3770000001 - PREVENTATIVE MAINTENANCE	EA	3.50	560.00

To ensure accurate payment processing, please include a remittance with your payment. If paying by ACH or Wire, please send remittance to HercTimeChecks@hercrentals.com.

Check fraud is on the rise. The safest way to make payments is through our secure ProControl NextGen Website. To enroll please talk with your sales representative or call 1-877- 953-8778, opt 1, 1. You can also visit www.HercRentals.com

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
CITY OF ST HELENA
410 CRYSTAL SPRINGS RD
SAINT HELENA, CA 94574

RENTED FROM:
HERC RENTALS 705
7727 OAKPORT STREET
OAKLAND, CA 94621
PH: 510-633-2040

	Original	Adjustment	Total
RENTAL CHARGES	5105.00		5105.00
OTHER CHARGES	699.37		699.37
TAXABLE CHARGES	5804.37		5804.37
TAX	478.86		478.86
TOTAL CHARGES	6283.23		6283.23

RENTAL DAYS:	28
INVOICE FROM:	2/27/24
INVOICE TO:	3/26/24

RENTAL START DATE: 11/08/22 8:00

LATE CHARGES MAY APPLY

CUSTOMER #: 1602075 RES/QUOTE #:54660952 INVOICE #: 33309476-018 INVOICE DATE: 03/26/2024

Page 1 of 1

0001:0002

Invoice 33309476-018

6,283.23 USD | Herc Rental

Invoice Status	Pending Approval
Handled By	Darren Gardette
Processing Began	04/03/2024 Received From Jesus Gonzalez
Invoice Type	Invoice
Due Date	04/25/2024

Vendor	Herc Rental	HERCRENT
Invoice Date	03/26/2024	
Invoice Amount	6,283.23 United States dollar	

An invoice approval request has been submitted to Darren G. and Joe L.

Jesus G. 04/04/2024 15:46

Coding details have been updated

Additional details

Jesus G. 04/04/2024 15:46

Invoice created

scan_0001.pdf

Jesus G. 04/03/2024 15:33

We are still loading this document...

Invoice 33309476-017

6,283.23 USD | Herc Rental

Invoice Status	Pending Approval
Handled By	Darren Gardette
Processing Began	03/04/2024 Received From Jesus Gonzalez
Invoice Type	Invoice
Due Date	03/28/2024

Vendor	Herc Rental	HERCRENT
Invoice Date	02/27/2024	
Invoice Amount	6,283.23 United States dollar	

A question has been submitted to Yosselyn V.

is there an update on these

Darren G. 03/19/2024 15:23

Yosselyn V.

Darren, I sent you an email today with the update.

Yosselyn V. 03/19/2024 17:13

An invoice approval request has been submitted to Darren G. and Joe L.

Jesus G. 03/04/2024 16:55

Coding details have been updated

Additional details

Jesus G. 03/04/2024 16:54

Invoice created

scan_0001.pdf

Jesus G. 03/04/2024 16:53

INVOICE

Rain For Rent Woodland
390 W Kentucky Ave
Woodland CA 95695
United States
530-662-1024

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
Derek Rodriguez	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1188056
CUSTOMER CITY OF ST HELENA

CUSTOMER # 136576

NAME CITY OF ST HELENA

ADDRESS 1572 RAILROAD AVE
Saint Helena CA 94574

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1988625	3/28/2024	CHASE CLOCK	4/27/2024

PLEASE PAY $1,036.55

SHIPPED TO JOBSITE:
NAME CITY OF ST HELENA

ADDRESS 1 Chaix Lane
Saint Helena CA 94574

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
		Service Package	**SERVICE**					**$725.00**	**$725.00**	**Y**
1.00	EA	Fuel Surcharge	FSC			SERVICES	0.00	$243.60	$243.60	Y

TOTAL SALES:	$0.00
TOTAL RENTALS:	$0.00
TOTAL SERVICES:	$968.60
TOTAL OTHER:	$0.00
SUBTOTAL:	$968.60
TAX:	$67.95
TOTAL:	$1,036.55

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Printed Date: 3/28/2024

Invoice 1988625

1,036.55 USD | **Rain for Rent**

Lesley Milton, as a delegate of **Chace Clock**, please review and approve the invoice

See this vendor's past invoices

Approval request was sent to: Chace C. and Clayton C.

Jesus G. 03/29/2024 09:07

Invoice Status	Pending Approval	
Handled By	Chace Clock	
Processing Began	03/29/2024 Received From apfinance@cityofsthelena.org	
Invoice Type	Invoice	
Due Date	04/27/2024	
Vendor	Rain for Rent	RAINRENT
Invoice Date	03/28/2024	
Invoice Amount	1,036.55 United States dollar	
GL Accounts	Add/Edit line items	
GL Account		
Amount		
Tax Amount		
Description		
Purchase Order		
Project Number		
Project Number 2		
Project Type		

Coding details have been updated

Additional details

Jesus G. 03/29/2024 09:06

Invoice sent via email

Additional details

Invoice_1988625.pdf

Stampli 03/29/2024 08:41

INVOICE

Rain For Rent Woodland
390 W Kentucky Ave
Woodland CA 95695
United States
530-662-1024

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
Derek Rodriguez	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1188056
CUSTOMER CITY OF ST HELENA

CUSTOMER # 136576

NAME CITY OF ST HELENA

ADDRESS 1572 RAILROAD AVE
Saint Helena CA 94574

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1987815	3/27/2024	CHASE CLOCK	4/26/2024

PLEASE PAY $7,026.79

SHIPPED TO JOBSITE:
NAME CITY OF ST HELENA

ADDRESS 1 Chaix Lane
Saint Helena CA 94574

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump Trash 4" DV100B SA SD FT4 Replaced 623389	622185	Current	2/26/2024	3/24/2024	28.00	$1,467.11	$1,467.11	Y
1.00	EA	Pump Trash 4" DV100B SD SA FT4 ITEM SWAP - Equipment Breakdown - - Replaced By 617007 Replaced 621468	621071	Returned	2/26/2024	3/5/2024	8.00	$419.17	$419.17	Y
1.00	EA	Pump Trash 4" DV100C HD QSF28 SA TR CLEAN PRIME Replaced 621071	617007	Current	3/5/2024	3/25/2024	20.00	$1,047.94	$1,047.94	Y
1.00	EA	Telemetry Alarm Agent 2.0	810611	Current	2/26/2024	3/24/2024	28.00	$1,071.38	$1,071.38	Y
1.00	EA	4" PLUG CAP GROOVE	MR IND	Current	2/26/2024	3/24/2024	28.00	$15.22	$15.22	Y
3.00	EA	Adapter 4" Flange x Ind Groove Weld STL	726303	Current	2/26/2024	3/24/2024	28.00	$15.22	$45.66	Y
1.00	EA	Adapter 4" Flange x Ind Groove Weld STL	726303	Current	2/26/2024	3/24/2024	28.00	$15.22	$15.22	Y
2.00	EA	Adapter 4" Ind Groove x MNPT STL59	720781	Current	2/26/2024	3/24/2024	28.00	$15.22	$30.44	Y
4.00	EA	Adapter 4" Ind Groove x MNPT STL59	720781	Current	2/26/2024	3/24/2024	28.00	$15.22	$60.88	Y
1.00	EA	Adapter 6" Flange x Ind Groove Weld STL	726306	Current	2/26/2024	3/24/2024	28.00	$23.69	$23.69	Y
2.00	EA	Adapter 6" Male Cam x FNPT AL	325086	Current	2/26/2024	3/24/2024	28.00	$25.81	$51.62	Y
2.00	EA	Adapter Reducing 6"x4" Ind Groove Cast 7150	725077	Current	2/26/2024	3/24/2024	28.00	$22.44	$44.88	Y
5.00	EA	Coupler 4" Ind Groove Heavy Wt Cast 77	720764	Current	2/26/2024	3/24/2024	28.00	$9.29	$46.45	Y
2.00	EA	Coupler 4" Ind Groove Heavy Wt Cast 77	720764	Current	2/26/2024	3/24/2024	28.00	$9.29	$18.58	Y
11.00	EA	Coupler 6" Ind Groove Heavy Wt Cast 77	720766	Current	2/26/2024	3/24/2024	28.00	$10.40	$114.40	Y
3.00	EA	Coupler 6" Ind Groove Heavy Wt Cast 77	720766	Current	2/26/2024	3/24/2024	28.00	$10.40	$31.20	Y
2.00	EA	Coupler 6" Ind Groove Heavy Wt Cast 77	720766	Current	2/26/2024	3/24/2024	28.00	$10.40	$20.80	Y
1.00	EA	Elbow 6" 45 Degree Ind Groove 7111 Cast STL	720710	Current	2/26/2024	3/24/2024	28.00	$22.79	$22.79	Y
2.00	EA	Elbow 6" 90 Degree Ind Groove Weld STL	720756	Current	2/26/2024	3/24/2024	28.00	$21.32	$42.64	Y
1.00	EA	End Cap 6" Groove STL	MR IND	Current	2/26/2024	3/24/2024	28.00	$22.79	$22.79	Y
2.00	EA	Float Open Green w/ Tyco Lead 50'	325990	Current	2/26/2024	3/24/2024	28.00	$32.32	$64.64	Y
1.00	EA	Float Open Green w/ Tyco Lead 50'	325990	Current	2/26/2024	3/24/2024	28.00	$32.32	$32.32	Y
1.00	EA	Hose 4"x10' HD Tank Truck Ind Groove 150#	722430	Current	2/26/2024	3/24/2024	28.00	$69.58	$69.58	Y
2.00	EA	Hose 4"x20' HD Tank Truck Ind Groove 150#	722820	Current	2/26/2024	3/24/2024	28.00	$125.37	$250.74	Y

INVOICE

Rain For Rent Woodland
390 W Kentucky Ave
Woodland CA 95695
United States
530-662-1024

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
Derek Rodriguez	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1188056
CUSTOMER CITY OF ST HELENA

CUSTOMER # 136576

NAME CITY OF ST HELENA

ADDRESS 1572 RAILROAD AVE
Saint Helena CA 94574

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1987815	3/27/2024	CHASE CLOCK	4/26/2024

PLEASE PAY $7,026.79

SHIPPED TO JOBSITE:
NAME CITY OF ST HELENA

ADDRESS 1 Chaix Lane
Saint Helena CA 94574

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
2.00	EA	Hose 6"x10' HD Tank Truck Ind Groove 150#	722432	Current	2/26/2024	3/24/2024	28.00	$188.78	$377.56	Y
4.00	EA	Hose 6"x20' Suction Camlock PVC	722554	Current	2/26/2024	3/24/2024	28.00	$154.55	$618.20	Y
5.00	EA	Pipe 6"x20' Ind Groove AL	976920	Current	2/26/2024	3/24/2024	28.00	$20.33	$101.65	Y
1.00	EA	Tee 6" Ind Groove 7120 Cast STL	720741	Current	2/26/2024	3/24/2024	28.00	$23.02	$23.02	Y
1.00	EA	Tee 6" Ind Groove 7120 Cast STL	720741	Current	2/26/2024	3/24/2024	28.00	$23.03	$23.03	Y
1.00	EA	Tee 6" Ind Groove 7120 Cast STL	720741	Current	2/26/2024	3/24/2024	28.00	$23.03	$23.03	Y
2.00	EA	Valve 4" Gate 514T11 Brass	721084	Current	2/26/2024	3/24/2024	28.00	$52.71	$105.42	Y

ENVIRONMENTAL FEE:	$204.82
TOTAL SALES:	$0.00
TOTAL RENTALS:	$6,302.05
TOTAL SERVICES:	$0.00
TOTAL OTHER:	$0.00
SUBTOTAL:	$6,506.87
TAX:	$519.92
TOTAL:	$7,026.79

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Printed Date: 3/27/2024

Invoice 1987815

7,026.79 USD | **Rain for Rent**

Lesley Milton, as a delegate of **Chace Clock**, please review and approve the invoice

See this vendor's past invoices

Approval request was sent to: Chace C. and Clayton C.

Jesus G. 03/27/2024 14:45

Invoice Status	Pending Approval	
Handled By	Chace Clock	
Processing Began	03/27/2024 Received From apfinance@cityofsthelena.org	
Invoice Type	Invoice	
Due Date	04/26/2024	
Vendor	Rain for Rent	RAINRENT
Invoice Date	03/27/2024	
Invoice Amount	7,026.79 United States dollar	
GL Accounts	Add/Edit line items	
GL Account		
Amount		
Tax Amount		
Description		
Purchase Order		
Project Number		
Project Number 2		
Project Type		

Coding details have been updated

Additional details

Jesus G. 03/27/2024 14:44

Invoice sent via email

Additional details

Invoice_1987815.pdf

Stampli 03/27/2024 13:07

INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent Woodland
390 W Kentucky Ave
Woodland CA 95695
United States
530-662-1024

Your sales person	REMIT PAYMENTS TO:
Derek Rodriguez	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1188056
CUSTOMER CITY OF ST HELENA

CUSTOMER # 136576

NAME CITY OF ST HELENA

ADDRESS 1572 RAILROAD AVE
Saint Helena CA 94574

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1994401	4/15/2024	CHASE CLOCK	5/15/2024

PLEASE PAY $11,174.60

SHIPPED TO JOBSITE:
NAME CITY OF ST HELENA

ADDRESS 1 Chaix Lane
Saint Helena CA 94574

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump Trash 4" DV100B SA SD FT4 Replaced 623389	622185	Returned	3/25/2024	4/11/2024	18.00	$1,467.11	$1,467.11	Y
1.00	EA	Pump Trash 4" DV100C HD QSF28 SA TR CLEAN PRIME Replaced 621071	617007	Returned	3/25/2024	4/11/2024	18.00	$1,467.11	$1,467.11	Y
1.00	EA	Telemetry Alarm Agent 2.0	810611	Returned	3/25/2024	4/11/2024	18.00	$1,071.38	$1,071.38	Y
1.00	EA	4" PLUG CAP GROOVE	MR IND	Returned	3/25/2024	4/11/2024	18.00	$15.22	$15.22	Y
3.00	EA	Adapter 4" Flange x Ind Groove Weld STL	726303	Returned	3/25/2024	4/11/2024	18.00	$15.22	$45.66	Y
1.00	EA	Adapter 4" Flange x Ind Groove Weld STL	726303	Returned	3/25/2024	4/11/2024	18.00	$15.22	$15.22	Y
2.00	EA	Adapter 4" Ind Groove x MNPT STL59	720781	Returned	3/25/2024	4/11/2024	18.00	$15.22	$30.44	Y
4.00	EA	Adapter 4" Ind Groove x MNPT STL59	720781	Returned	3/25/2024	4/11/2024	18.00	$15.22	$60.88	Y
1.00	EA	Adapter 6" Flange x Ind Groove Weld STL	726306	Returned	3/25/2024	4/11/2024	18.00	$23.69	$23.69	Y
2.00	EA	Adapter 6" Male Cam x FNPT AL	325086	Returned	3/25/2024	4/11/2024	18.00	$25.81	$51.62	Y
2.00	EA	Adapter Reducing 6"x4" Ind Groove Cast 7150	725077	Returned	3/25/2024	4/11/2024	18.00	$22.44	$44.88	Y
5.00	EA	Coupler 4" Ind Groove Heavy Wt Cast 77	720764	Returned	3/25/2024	4/11/2024	18.00	$9.29	$46.45	Y
2.00	EA	Coupler 4" Ind Groove Heavy Wt Cast 77	720764	Returned	3/25/2024	4/11/2024	18.00	$9.29	$18.58	Y
11.00	EA	Coupler 6" Ind Groove Heavy Wt Cast 77	720766	Returned	3/25/2024	4/11/2024	18.00	$10.40	$114.40	Y
3.00	EA	Coupler 6" Ind Groove Heavy Wt Cast 77	720766	Returned	3/25/2024	4/11/2024	18.00	$10.40	$31.20	Y
2.00	EA	Coupler 6" Ind Groove Heavy Wt Cast 77	720766	Returned	3/25/2024	4/11/2024	18.00	$10.40	$20.80	Y
3.00	EA	Coupler 6" Ind Groove Heavy Wt Cast 77	720766	Returned	3/28/2024	4/11/2024	15.00	$10.40	$31.20	Y
1.00	EA	Elbow 6" 45 Degree Ind Groove 7111 Cast STL	720710	Returned	3/25/2024	4/11/2024	18.00	$22.79	$22.79	Y
2.00	EA	Elbow 6" 90 Degree Ind Groove Weld STL	720756	Returned	3/25/2024	4/11/2024	18.00	$21.32	$42.64	Y
1.00	EA	End Cap 6" Groove STL	MR IND	Returned	3/25/2024	4/11/2024	18.00	$22.79	$22.79	Y
2.00	EA	Float Open Green w/ Tyco Lead 50'	325990	Returned	3/25/2024	4/11/2024	18.00	$32.32	$64.64	Y
1.00	EA	Float Open Green w/ Tyco Lead 50'	325990	Returned	3/25/2024	4/11/2024	18.00	$32.32	$32.32	Y
1.00	EA	Hose 4"x10' HD Tank Truck Ind Groove 150#	722430	Returned	3/25/2024	4/11/2024	18.00	$69.58	$69.58	Y
2.00	EA	Hose 4"x20' HD Tank Truck Ind Groove 150#	722820	Returned	3/25/2024	4/11/2024	18.00	$125.37	$250.74	Y
2.00	EA	Hose 6"x10' HD Tank Truck Ind Groove 150#	722432	Returned	3/25/2024	4/11/2024	18.00	$188.78	$377.56	Y

INVOICE

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Woodland CA 95695
United States
530-662-1024

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
Derek Rodriguez	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1188056
CUSTOMER CITY OF ST HELENA

CUSTOMER # 136576

NAME CITY OF ST HELENA

ADDRESS 1572 RAILROAD AVE
Saint Helena CA 94574

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1994401	4/15/2024	CHASE CLOCK	5/15/2024

PLEASE PAY $11,174.60

SHIPPED TO JOBSITE:
NAME CITY OF ST HELENA

ADDRESS 1 Chaix Lane
Saint Helena CA 94574

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
4.00	EA	Hose 6"x20' Suction Camlock PVC	722554	Returned	3/25/2024	4/11/2024	18.00	$154.55	$618.20	Y
2.00	EA	Hose 6"x25' HD Tank Truck Ind Groove 150#	722433	Returned	3/28/2024	4/11/2024	15.00	$292.00	$584.00	Y
5.00	EA	Pipe 6"x20' Ind Groove AL	976920	Returned	3/25/2024	4/11/2024	18.00	$20.33	$101.65	Y
1.00	EA	Tee 6" Ind Groove 7120 Cast STL	720741	Returned	3/25/2024	4/11/2024	18.00	$23.02	$23.02	Y
1.00	EA	Tee 6" Ind Groove 7120 Cast STL	720741	Returned	3/25/2024	4/11/2024	18.00	$23.03	$23.03	Y
1.00	EA	Tee 6" Ind Groove 7120 Cast STL	720741	Returned	3/25/2024	4/11/2024	18.00	$23.03	$23.03	Y
2.00	EA	Valve 4" Gate 514T11 Brass	721084	Returned	3/25/2024	4/11/2024	18.00	$52.71	$105.42	Y
4.00	EA	ESI Engine Service	M700			SERVICES	0.00	$115.00	$460.00	
1.00	EA	Return Hauling	M108			SERVICES	0.00	$852.00	$852.00	
1.00	EA	Removal Labor	M141			SERVICES	0.00	$574.50	$574.50	
1.00	EA	General Labor	M149			SERVICES	0.00	$581.50	$581.50	
1.00	EA	DV100 & 100C PUMP 617007 DELIVERED @ 4101.8 HRS RETURNED WITH 4313 HRS	ENGSRVC DV100 & 100C			OTHER	0.00	$280.14	$280.14	Y
1.00	EA	DV100B PUMP 622185 SERVICED @ 3632 HRS RETURNED @ 3849.6 HURS	ENGSRVC DV100B			OTHER	0.00	$280.14	$280.14	Y
1.00	EA	Fuel Surcharge	FSC			SERVICES	0.00	$357.84	$357.84	Y

ENVIRONMENTAL FEE:	$224.81
TOTAL SALES:	$0.00
TOTAL RENTALS:	$6,917.25
TOTAL SERVICES:	$2,825.84
TOTAL OTHER:	$560.28
SUBTOTAL:	$10,528.18
TAX:	$646.42
TOTAL:	$11,174.60

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Printed Date: 4/15/2024

Invoice 1994401

11,174.60 USD | **Rain for Rent**

Lesley Milton, as a delegate of **Chace Clock**, please review and approve the invoice

See this vendor's past invoices

Approval request was sent to: Chace C. and Clayton C.

Jesus G. 04/15/2024 11:53

Invoice Status	Pending Approval	
Handled By	Chace Clock	
Processing Began	04/15/2024 Received From apfinance@cityofsthelena.org	
Invoice Type	Invoice	
Due Date	05/15/2024	
Vendor	Rain for Rent	RAINRENT
Invoice Date	04/15/2024	
Invoice Amount	11,174.60 United States dollar	
GL Accounts	Add/Edit line items	
GL Account		
Amount		
Tax Amount		
Description		
Purchase Order		
Project Number		
Project Number 2		
Project Type		

Coding details have been updated

Additional details

Jesus G. 04/15/2024 11:51

Invoice sent via email

Additional details

Invoice_1994401.pdf

Stampli 04/15/2024 10:45

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	May 14, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration and proposed approval of a resolution: 1) Duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the St. Helena Employee Association to include the Public Works Financial Analyst and Recreation Coordinator classifications; and 2) Authorizing an amendment to the St. Helena Employee Association Memorandum of Understanding to include the Public Works Financial Analyst and Recreation Coordinator classifications.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	January 23, 2024 - Approval of the Public Works Financial Analyst classification. February 13, 2024 - Recommendation to reclassify the vacant Recreation Supervisor position to a Recreation Coordinator.
STATEMENT OF THE PURPOSE:	The purpose is to adopt an updated salary schedule in accordance with California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) which includes the new St. Helena Employee Association classifications of Public Works Financial Analyst and Recreation Coordinator.
FINANCIAL IMPACT:	The total financial impact for FY 2023-24 is $111,400, which was previously approved with council action on January 23, 2024 and February 13, 2024. The overall financial impact will be reduced to $70,180 by leaving the Recreation Coordinator position unfunded.

BACKGROUND:

The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. As a public employer, the City must abide by the Government Code when establishing and reporting employee compensation. The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that each pay schedule meets the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws.
- Identifies the position title for every employee position.
- Shows the pay rate for each position.
- Indicates the time base for each pay rate.

CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the appropriate retirement compensation.

DISCUSSION:

Public Works Financial Analyst Classification

On January 23, 2024, the City Council approved the addition of 1 FTE in the Public Works Department. The City has programmed 72 Capital Improvement projects over the next five years totaling $59.1 million. In addition, the City has issued the first tranche of GO Bonds in November of 2022 and intends to issue additional Water bonds in Spring of 2024 to help fund these capital projects. These funding sources have critical timelines in which expenditures need to be incurred in order to remain compliant. There is a lot of accounting and procurement related tasks that need to be performed. As a result, financial management of the capital projects will be a critical role for the incumbent. This position will be responsible for issuing Request for Proposals (RFPs) for consultants and construction management related to the CIP, capital project budgeting and contract management.

The salary range that was recommended for this position is $88,839 to $107,984 with an estimated annual cost of $158,464.

Recreation Coordinator

On February 13, 2024, the City Council approved the addition of a Recreation Manager position to the Parks & Recreation Department. At that time, it was noted that the City would conduct an internal recruitment for the new manager position.

Staff also made the recommendation that should the position be filled with one of the current Recreation Supervisor incumbents, staff would recommend reclassifying the vacant Recreation Supervisor position to a Recreation Coordinator. This action would allow for further capacity for program delivery, provide the opportunity for additional community interface and full-time staff presence at offsite programs, and increase succession planning by providing an entry level full-time position within the department. However, due to funding limitations staff would recommend not funding the position immediately, but rather wait until future funding has been identified.

After a successful internal recruitment, the Recreation Manager position was filled with and existing incumbent from one of the two currently funded Recreation Supervisor

positions. Therefore, staff is requesting reclassifying the vacant Recreation Supervisor position to a Recreation Coordinator classification and add the title and salary to the salary schedule but recommending leaving the position unfunded until funding is identified. This action would reduce the previously approved financial impact for the addition of Recreation Manager from $59,120 to $17,900.
Staff recommends approval of the attached resolution to adopt an updated salary schedule in accordance with the CCR and approve the amended St. Helena Employee Assocation Memorandum of Understanding (Attachment B) to include the previously approved Public Works Financial Analyst and Recreation Coordinator classifications.

ENVIRONMENTAL REVIEW:
None.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

DOCUMENTS ATTACHMENTS:

Resolution Updated SHEA Salary Schedule and MOU
FY23-24 SHEA Salary Schedule Effective 2024.05.14
Attachment B - SHEA MOU 2024.05.14 Full Red-line Version

CITY OF ST. HELENA
RESOLUTION NO. 2024-

Authorizing of (1) Duly adopting and approving publicly available pay schedule for St. Helena Employee Association – Miscellaneous Employees in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a new salary schedule for the Public Works Financial Analyst and Recreation Coordinator Classifications effective May 14, 2024 and (2) An amendment to the St. Helena Employee Association Memorandum of Understanding to include the Public Works Financial Analyst and Recreation Coordinator classifications.

RECITALS

A. The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees; and

B. As a public employer, the City must abide by the Government Code when establishing and reporting employee compensation; and

C. When salary adjustments are made the California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that each pay schedule must be publicly adopted with specific requirements; and

D. On January 23, 2024, the City Council approved the addition of 1 FTE in the Public Works Department to include a new classification of a Public Works Financial Analyst to assist with work related to the Capital Improvement Program; and

E. On February 13, 2024, the City Council approved the addition of a Recreation Manager position to the Parks & Recreation Department and staff proceeded with an internal recruitment; and

F. Staff made the recommendation that should the position be filled with one of the current Recreation Supervisor incumbents, staff would recommend reclassifying the vacant Recreation Supervisor position to a Recreation Coordinator; and

G. After a successful internal recruitment, the Recreation Manager position was filled with and existing incumbent from one of the two currently funded Recreation Supervisor positions; and

H. Staff is requesting reclassifying the vacant Recreation Supervisor position to a Recreation Coordinator classification and add the title and salary to the salary

schedule but recommending leaving the position unfunded until funding is identified; and

I. Staff has updated the salary schedule to include the new classifications with an effective date of May 14, 2024.

RESOLUTION

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

1. That the City of St. Helena Publicly Available Salary Schedule which includes a revised salary schedule to include the Public Works Financial Analyst and Recreation Coordinator classifications included in the St. Helena Employee Association Memorandum of Understanding and contained in Attachment B, is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5; and

2. That the revised City of St. Helena Publicly Available Salary Schedule makes no changes to the salary schedules for other classifications; and

3. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website and will be made available for public inspection for not less than five years; and

4. Approves an amendment to the St. Helena Employee Association to include the Public Works Financial Analyst and Recreation Coordinator classifications.

Approved at a regular meeting of the St. Helena City Council on May 14, 2024 by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Kenealy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

ATTACHMENT A

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

St. Helena Employee Association - Miscellaneous Group

Approved and Adopted May 14, 2024

Effective May 14, 2024

FY 2023-2024

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Office Assistant	Annual	50,729	53,265	55,929	58,725	61,661
	Monthly	4,227	4,439	4,661	4,894	5,138
	Hourly	24.39	25.61	26.89	28.23	29.64
Library Associate I	Annual	51,199	53,758	56,446	59,269	62,232
	Monthly	4,267	4,480	4,704	4,939	5,186
	Hourly	24.61	25.85	27.14	28.49	29.92
Maintenance Worker I	Annual	55,813	58,604	61,534	64,611	67,841
Buildings & Streets; Parks & Trees	Monthly	4,651	4,884	5,128	5,384	5,653
	Hourly	26.83	28.17	29.58	31.06	32.62
Library Associate II	Annual	56,345	59,162	62,120	65,226	68,488
	Monthly	4,695	4,930	5,177	5,436	5,707
	Hourly	27.09	28.44	29.87	31.36	32.93
Library Associate II	Annual	58,485	61,409	64,480	67,704	71,089
	Monthly	4,874	5,117	5,373	5,642	5,924
	Hourly	28.12	29.52	31.00	32.55	34.18
Permit Technician I	Annual	60,623	63,654	66,836	70,178	73,687
Planning; Building	Monthly	5,052	5,304	5,570	5,848	6,141
	Hourly	29.15	30.60	32.13	33.74	35.43
Accounting Technician I	Annual	60,845	63,887	67,082	70,436	73,958
	Monthly	5,070	5,324	5,590	5,870	6,163
	Hourly	29.25	30.72	32.25	33.86	35.56
Administrative Assistant	Annual	60,873	63,917	67,112	70,468	73,992
	Monthly	5,073	5,326	5,593	5,872	6,166
	Hourly	29.27	30.73	32.27	33.88	35.57
Maintenance Worker II	Annual	61,392	64,462	67,685	71,069	74,623
Buildings & Streets; Parks & Trees	Monthly	5,116	5,372	5,640	5,922	6,219
	Hourly	29.52	30.99	32.54	34.17	35.88
Senior Library Associate	Annual	61,951	65,049	68,301	71,716	75,302
	Monthly	5,163	5,421	5,692	5,976	6,275
	Hourly	29.78	31.27	32.84	34.48	36.20
Maintenance Worker I - Underground	Annual	64,030	67,232	70,593	74,123	77,829
Utilities	Monthly	5,336	5,603	5,883	6,177	6,486
	Hourly	30.78	32.32	33.94	35.64	37.42
Librarian I	Annual	64,251	67,463	70,836	74,378	78,097
	Monthly	5,354	5,622	5,903	6,198	6,508
	Hourly	30.89	32.43	34.06	35.76	37.55

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted May 14, 2024

Effective May 14, 2024

FY 2023-2024

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Plant Operator in Training	Annual	65,415	68,686	72,120	75,726	79,512
Water; Wastewater	Monthly	5,451	5,724	6,010	6,311	6,626
	Hourly	31.45	33.02	34.67	36.41	38.23
Human Resources Technician [6]	Annual	66,226	69,538	73,015	76,665	80,499
	Monthly	5,519	5,795	6,085	6,389	6,708
	Hourly	31.84	33.43	35.10	36.86	38.70
Permit Technician II	Annual	66,680	70,014	73,514	77,190	81,050
Planning; Building	Monthly	5,557	5,834	6,126	6,433	6,754
	Hourly	32.06	33.66	35.34	37.11	38.97
Accounting Technician II	Annual	66,932	70,279	73,793	77,483	81,357
	Monthly	5,578	5,857	6,149	6,457	6,780
	Hourly	32.18	33.79	35.48	37.25	39.11
Executive Assistant	Annual	66,966	70,315	73,830	77,522	81,398
	Monthly	5,581	5,860	6,153	6,460	6,783
	Hourly	32.20	33.81	35.50	37.27	39.13
Lead Maintenance Worker	Annual	67,538	70,915	74,460	78,183	82,093
Buildings & Streets; Parks & Trees	Monthly	5,628	5,910	6,205	6,515	6,841
	Hourly	32.47	34.09	35.80	37.59	39.47
Administrative Records Assistant	Annual	67,543	70,921	74,467	78,190	82,099
	Monthly	5,629	5,910	6,206	6,516	6,842
	Hourly	32.47	34.10	35.80	37.59	39.47
Engineering Technician I	Annual	68,405	71,825	75,417	79,187	83,147
	Monthly	5,700	5,985	6,285	6,599	6,929
	Hourly	32.89	34.53	36.26	38.07	39.97
Environmental Services Technician I	Annual	70,296	73,811	77,502	81,377	85,446
	Monthly	5,858	6,151	6,458	6,781	7,120
	Hourly	33.80	35.49	37.26	39.12	41.08
Maintenance Worker II - Underground	Annual	70,439	73,961	77,659	81,542	85,619
Utilities	Monthly	5,870	6,163	6,472	6,795	7,135
	Hourly	33.86	35.56	37.34	39.20	41.16
Librarian II	Annual	70,671	74,204	77,914	81,810	85,900
	Monthly	5,889	6,184	6,493	6,817	7,158
	Hourly	33.98	35.68	37.46	39.33	41.30
Permit Technician III	Annual	73,351	77,019	80,870	84,913	89,159
Planning; Building	Monthly	6,113	6,418	6,739	7,076	7,430
	Hourly	35.26	37.03	38.88	40.82	42.86

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

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Effective May 14, 2024

FY 2023-2024

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Senior Accounting Technician	Annual	73,619	77,300	81,165	85,223	89,484
	Monthly	6,135	6,442	6,764	7,102	7,457
	Hourly	35.39	37.16	39.02	40.97	43.02
Engineering Technician II	Annual	75,245	79,007	82,958	87,105	91,461
	Monthly	6,270	6,584	6,913	7,259	7,622
	Hourly	36.18	37.98	39.88	41.88	43.97
Plant Operator I	Annual	75,266	79,029	82,981	87,130	91,486
Water; Wastewater	Monthly	6,272	6,586	6,915	7,261	7,624
	Hourly	36.19	37.99	39.89	41.89	43.98
Assistant Planner	Annual	77,297	81,162	85,220	89,481	93,955
	Monthly	6,441	6,763	7,102	7,457	7,830
	Hourly	37.16	39.02	40.97	43.02	45.17
Environmental Services Technician II	Annual	77,320	81,186	85,245	89,508	93,983
	Monthly	6,443	6,766	7,104	7,459	7,832
	Hourly	37.17	39.03	40.98	43.03	45.18
Lead Maintenance Worker -	Annual	77,479	81,353	85,420	89,691	94,176
Underground Utilities	Monthly	6,457	6,779	7,118	7,474	7,848
	Hourly	37.25	39.11	41.07	43.12	45.28
Senior Librarian	Annual	77,733	81,620	85,701	89,986	94,485
	Monthly	6,478	6,802	7,142	7,499	7,874
	Hourly	37.37	39.24	41.20	43.26	45.43
Recreation Supervisor	Annual	78,976	82,925	87,071	91,425	95,996
	Monthly	6,581	6,910	7,256	7,619	8,000
	Hourly	37.97	39.87	41.86	43.95	46.15
Junior Engineer	Annual	80,416	84,437	88,659	93,092	97,747
	Monthly	6,701	7,036	7,388	7,758	8,146
	Hourly	38.66	40.59	42.62	44.76	46.99
Plant Operator II	Annual	82,755	86,893	91,237	95,799	100,589
Water; Wastewater	Monthly	6,896	7,241	7,603	7,983	8,382
	Hourly	39.79	41.78	43.86	46.06	48.36
Senior Engineering Technician	Annual	82,770	86,908	91,253	95,816	100,607
	Monthly	6,897	7,242	7,604	7,985	8,384
	Hourly	39.79	41.78	43.87	46.07	48.37
Associate Planner	Annual	85,024	89,275	93,739	98,426	103,347
	Monthly	7,085	7,440	7,812	8,202	8,612
	Hourly	40.88	42.92	45.07	47.32	49.69
Fire Inspector	Annual	85,027	89,279	93,742	98,430	103,351
	Monthly	7,086	7,440	7,812	8,202	8,613
	Hourly	40.88	42.92	45.07	47.32	49.69

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

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		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Buildings & Streets Superintendent	Annual	85,690	89,974	94,473	99,197	104,157
Parks & Trees Superintendent	Monthly	7,141	7,498	7,873	8,266	8,680
	Hourly	41.20	43.26	45.42	47.69	50.08
Human Resources Analyst [6]	Annual	87,359	91,727	96,313	101,129	106,185
	Monthly	7,280	7,644	8,026	8,427	8,849
	Hourly	42.00	44.10	46.30	48.62	51.05
Administrative Analyst	Annual	88,839	93,281	97,945	102,842	107,984
Public Works Financial Analyst	Monthly	7,403	7,773	8,162	8,570	8,999
	Hourly	42.71	44.85	47.09	49.44	51.92
Plant Operator III	Annual	91,429	96,001	100,801	105,841	111,133
Water; Wastewater	Monthly	7,619	8,000	8,400	8,820	9,261
	Hourly	43.96	46.15	48.46	50.89	53.43
Assistant Engineer	Annual	92,880	97,524	102,400	107,520	112,896
	Monthly	7,740	8,127	8,533	8,960	9,408
	Hourly	44.65	46.89	49.23	51.69	54.28
Underground Utilities	Annual	93,580	98,259	103,172	108,331	113,747
Superintendent	Monthly	7,798	8,188	8,598	9,028	9,479
	Hourly	44.99	47.24	49.60	52.08	54.69
Associate Civil Engineer	Annual	102,175	107,284	112,648	118,281	124,195
	Monthly	8,515	8,940	9,387	9,857	10,350
	Hourly	49.12	51.58	54.16	56.87	59.71
Chief Plant Operator	Annual	109,954	115,452	121,224	127,286	133,650
Water; Wastewater	Monthly	9,163	9,621	10,102	10,607	11,137
	Hourly	52.86	55.51	58.28	61.20	64.25

[1] *Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:*
5 years - 2.5% of base salary
10 years - 5.0% of base salary
15 years - 7.5% of base salary
20 years - 10.0% of base salary

[2] *Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.*

[3] *Standby Pay - Shall be paid at a rate of $525.00 per week to those employees in the Public Works Department who are required to be on Standby for an entire week (Friday 3:30 p.m. until the following at Friday 7:00 a.m.). If a holiday falls on the Friday at the end of the standby period the employee shall receive an additional $100.00 for the extension of the standby assignment. The same would apply if the holiday fall on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the following Friday.*

[4] *Certification Pay - $50.00 per month for each governmental certificate or licensing as follow:*
"Operator Cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Wastewater Treatment Plant, enabling those employees to perform duties at the other plant.
A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the city.
Certification for back-flow prevention devices for Public Works employees.
Playground Inspection Certification for employees working in the Parks Division.
Arborist Certificate for employees working in the Parks Division.
Wastewater Collections Certificate for employees working in the Wastewater Collections/Sewer Division.

[5] *Uniform Allowance as follow:*
Employees assigned to Water Distribution and Public Works - $35.49 per pay period.

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

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Employees assigned to Parks-Trees-Buildings - $33.06 per pay period.

Employees assigned to the Wastewater Treatment Plant (Chief Plant Operator and Plant Operator II) - $9.29 per pay period.

Employees assigned to the Wastewater Treatment Plant (Plant Operator III) - $5.79 per pay period.

Employees assigned to the Water Treatment Plant - $11.49 per pay period.

(6) Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the

**Annual timebase payrate is rounded up to the nearest whole dollar, while all other timebase payrates are rounded to the nearest cent*

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. HELENA EMPLOYEES ASSOCIATION

AND

CITY OF ST. HELENA

FOR THE PERIOD

JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Employees Association, hereinafter referred to as "Association," pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena's Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control.

ARTICLE 2
RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following full-time classifications and the corresponding job descriptions (part-time positions are not included in the bargaining unit represented by the Association):

- Accounting Technician I, II
- Administrative Analyst
- Administrative Assistant
- Administrative Records Assistant
- Assistant Engineer
- Associate Engineer
- Assistant Planner
- Associate Planner
- Buildings & Streets Superintendent
- Chief Plant Operator - Water & Wastewater
- Chief Water Distribution Operator
- Engineering Technician
- Environmental Services Technician I, II
- Executive Assistant
- Fire Inspector
- Human Resources Analyst
- Human Resources Technician
- Junior Engineer
- Lead Maintenance Worker
- Lead Maintenance Worker – Underground Utilities
- Librarian I, II
- Library Associate I, II
- Maintenance Worker I, II
- Maintenance Worker I, II – Underground Utilities
- Office Assistant
- Parks & Trees Superintendent
- Permit Technician I, II, III
- Plant Operator I, II, III - Water & Wastewater
- Plant Operator in Training - Water & Wastewater
- Public Works Financial Analyst
- Recreation Coordinator
- Recreation Supervisor
- Public Works Supervisor
- Senior Accounting Technician
- Senior Librarian
- Senior Library Associate
- Underground Utilities Superintendent

ARTICLE 3
ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.

The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution or regulation directly relating to matters within the scope of this MOU.
2. Reasonable use of one (1) bulletin board at City Hall.
3. The right to payroll deductions made for payment of Association dues and for City-approved programs.
4. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.
5. The use of City facilities for regular, normal and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
6. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.

7. In compliance with AB 119, the City will notify the SHEA Chairperson (or other designated representative) at least 10 days before a new employee orientation meeting, and allow a SHEA representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide SHEA with as much advance notice as reasonably possible of the scheduled orientation meeting.

8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

To insure that the City is able to fulfill its constitutional and statutory functions and responsibilities, the City retains its rights, including, but not limited to, the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change

work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to determine and change methods of operations; to determine and change work locations and the processes and materials to the employee; to take all necessary actions to perform its functions in emergencies.

ARTICLE 4
DEFINITIONS

The words and terms have the following meanings:

Anniversary. The date upon which service time is computed for purposes of step advancement and accrual of vacation and sick leave benefits. (Usually the date of first employment.)

Average Work Day. In any case for which the time period to be considered is twelve calendar months, the average work day is the number of hours worked in the preceding twelve months, divided by two thousand eighty, then multiplied by eight.

Benefits or Benefit Package. City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City. The City of St. Helena, California.

City Manager. The administrative head of the government of the City. The City Manager is responsible for the efficient administration of the affairs of the city, which affairs are under his or her control. The City Manager is considered a Department Head. The City Manager reports to and serves at the pleasure of the Council.

City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification. A particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or Compensation may fairly be made to apply.

Compensation. The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of his or her service in a Position, but not including reimbursement for expenses incurred in the course of employment.

Confidential Employee. An employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

Continuous Employment. Period of uninterrupted employment including holidays and authorized leave but not including periods of leave without pay or times on suspension.

Council. The City Council of the City of St. Helena.

Department Head. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the City Clerk, the Director of Public Works,

the Planning & Building Director, the Library Director, the Parks & Recreation Director, the Administrative Services Director and the City Attorney.

Emergency. Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

The repair or clearance of streets necessary for continued access to properties, including street sweeping.

The repair of public utility facilities.

The repair of City equipment necessary to maintain public safety services.

Activities associated with natural or man-made catastrophe.

Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

Shortage of personnel necessary to maintain public safety services.

Employee. A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Full-Time Employee. An employee who regularly works forty hours per week and is paid a monthly salary.

Job Description. A formal account of an employee's responsibilities in regards to their classification and position.

Non-Probationary Employee. An employee who has successfully completed the Probationary Period.

Position. The title of an occupation along with a group of duties and responsibilities assigned or delegated by competent authority, which requires the full or part time service of one person.

Probationary Employee. An employee who has not yet completed a prescribed Probationary Period.

Probationary Period. The length of continuous service for which an employee must serve in order to attain the status of Non-Probationary Employee.

Salary or Pay. The monetary portion of compensation paid to an employee.

Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining at his/her home telephone or otherwise arranging for the immediate and convenient notification of an emergency condition, and being prepared to immediately report to the site of the emergency.

Supervisor. The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title. The name applied to a Classification or to each Position included in the Classification.

Work Day. One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted. The number of hours of work contained in a calendar day for a given employee, in no case more than eight hours for a Full-Time Employee unless specified otherwise.

ARTICLE 5
HOURS OF WORK & SCHEDULES

A. BUSINESS HOURS.

The normal business hours of the City are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except:

- Library hours may vary.
- Parks hours include Saturday and Sunday.
- Streets, Parks, Water, Water Treatment and Waste Water Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.
- Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

Employee work schedules shall be established consistently with the provisions of this Article 5. The City will provide SHEA and any affected employee with at least 21 days' notice before making a permanent change to the employee's work schedule.

B. HOURS OF WORK.

Five (5) days of eight (8) hours per day for forty (40) hours per week constitute the normal work schedule for all employees. The standard workweek for these employees shall begin on Sunday at 12:01 a.m. and end of the following Sunday at 12:00 a.m. To the maximum extent practicable, work schedules for employees not working normal business hours shall be arranged so that the employee will work for five (5) consecutive eight (8) hours days, followed by two (2) days off. Employees are expected to be at their assigned place of work and prepared to commence work with tools at hand at the assigned time.

C. FLEX SCHEDULE.

1. Eligibility.

A Flex Schedule is available to Association employees in order to allow them time during the workweek to accomplish tasks which do not require public contact (i.e., outside of the 8:00 a.m. to 5:00 p.m. public hours).

The Flex Schedule is voluntary, and subject to agreement by the employee and approval by the Department Head. Except in cases of emergency, the Department Head must provide at least 30 days' notice to terminate an employee's Flex Schedule.

The Flex Schedule will not impact the accrual of vacation, Sick Leave or other benefits. Vacation time or Sick Leave time will be deducted at the number of hours per day for those days which the leave is taken. For example, if an employee is absent on a day he or she was scheduled to work nine (9) hours, nine (9) hours of leave time shall be deducted, and if the employee is absent on a day he or she was scheduled to work eight (8) hours, eight (8) hours of leave time shall be deducted.

2. 9/80 Schedule and Workweek.

Employees on a 9/80 schedule are scheduled to work eight (8) nine hour days, one (1) eight hour day, and will have one (1) day off every two weeks.

The scheduled one (1) day off every two weeks shall be either Monday or Friday as approved by the Department Head, but must be consistent from week to week. Employees cannot change or flex their scheduled one (1) day off, unless the change is intended to be permanent and approved by the City.

For all employees working a 9/80 schedule, their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating day off. For example, for an employee scheduled to work from 8:00 a.m. – 6:00 p.m. with every other Friday off, the workweek shall begin at noon on Friday, and end at noon the following Friday.

a. Employees Scheduled with Every other Friday Off.

During a two week cycle, an employee working the 9/80 Flex Schedule will work nine hours per day Monday through Thursday and eight hours on Friday the first week. During the second week, the employee will work nine hours per day Monday through Thursday and be off on Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four hours into the employee's eight hour shift.

In those instances where a holiday falls on the Friday-Off, the preceding work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time off; or (2) working one additional hour on a scheduled work day during the same workweek that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of nine hours per day Monday – Thursday and in excess of eight

hours on Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

b. Employees Scheduled with Every Other Monday Off

During a two week cycle, an employee working the 9/80 Flex Schedule will work eight hours on Monday and nine hours per day Tuesday through Friday the first week. During the second week, the employee will be off on Monday and work nine hours per day Tuesday through Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four (4) hours into the employee's eight (8) hour shift.

In those instances where a holiday falls on the Monday-Off, the subsequent work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time-off; or (2) working one additional hour on a scheduled work day during the same work week that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of eight hours on Monday and in excess of nine hours per day Tuesday – Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

D. MEAL BREAKS.

Full-Time Employees are scheduled a period of between 30 and 60 minutes, generally in the middle of the workday, during which they are free to eat a meal or do personal errands. Unless directed otherwise, employees are not paid for this time and are free to leave the workplace.

E. REST BREAKS.

For each four (4) hours of work, conditions permitting, employees are granted a fifteen (15) minute rest break during which they may engage in personal conversations, move about, and otherwise "take a break" from the normal duties of their assignments. This time will be paid by the City as part of the workday.

F. **SHEA ATTENDANCE AT BUDGET MEETINGS.**

One Association officer shall be permitted to attend Council budget meetings held during work hours provided their absence does not create a hardship in the employee's department nor require employee overtime.

ARTICLE 6
PERSONNEL MATTERS

A. PROBATIONARY PERIOD.

1. Probationary Period.

Each new Employee shall be a Probationary Employee until successful completion of 12 months of Continuous Employment. The purpose of the Probationary Period is to give the Probationary Employee the opportunity to demonstrate that he or she is qualified, able, and willing to meet the expectations of the City with regard to the Position.

2. Termination During Probationary Period.

If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be in his or her discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.

If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

B. EMPLOYEE EVALUATIONS.

Each employee shall be evaluated no less than annually by his/her Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

ARTICLE 7
PAY PLAN

A. SALARY SCHEDULE

Salaries paid and any special compensation shall be in accordance with the most recent applicable salary resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. During the term of this MOU, the salary schedules shall be increased as follows:

1. 7/1/22 – COLA increase of 5% for all SHEA members
2. 7/1/23 – San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%
3. 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%

B. EQUITY ADJUSTMENT

The City will provide equity adjustments for SHEA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Attachment A provides a summary of the percent increase in salary to arrive at market median (95%) for each SHEA position as of May 2022.

Equity adjustments will take place every 6 months until each classification is within the range and will be as follows:

- 7/1/22 – Equity adjustment of 4.5%
- 1/1/23 – 2% equity adjustment
- 7/1/23 – 2% equity adjustment
- 1/1/24 – 2% equity adjustment
- 7/1/24 – 2% equity adjustment
- 1/1/25 – 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

C. SALARY UPON APPOINTMENT.

Employees appointed to a Position in City Service shall normally be placed in Step "A" of the range. Subject to approval of the City Manager for reasons of an applicant's outstanding qualifications or for the needs of the City, appointment may be at a higher step. A current City

employee being promoted into a range with a higher top step will normally receive at least a five percent (5%) increase.

D. STEP INCREASES.

1. Steps.

Upon completion of the following periods of service, a Full-Time Employee becomes eligible for the next higher step as follows:

- Six (6) months at Step A to become eligible for Step B
- Six (6) months at Step B to become eligible for Step C
- Six (6) months at Step C to become eligible for Step D
- Twelve (12) months at Step D to become eligible for Step E

2. Qualifications for Step Increase.

a. Employees may be granted a step increase after having served for the designated qualifying period and after a performance evaluation finding that the employee's performance was not less than satisfactory.

b. In unusual cases, upon recommendation of the Department Head, where special ability and aptitude is demonstrated, the City Manager may approve advancement of an employee to a higher step before completion of the normal qualifying period.

E. COST OF LIVING ADJUSTMENT (COLA).

In considering COLAs for subsequent agreements, the parties will consider the San Francisco/Oakland/Hayward CPI-U (April/April).

F. HOURLY RATES.

Where any annual pay rate is to be converted to a salary hourly equivalent, the annual rate of pay shall be divided by 2080 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight (8) hours.

G. OVERTIME.

1. General Policy.

Employees must get pre-approval from their supervisor before working overtime. In cases of emergency or other unusual unforeseen circumstances, if the employee's supervisor is not available to approve the overtime work in advance, the employee shall contact the employee's department head, Administrative Services Director, Assistant City Manager, or, City Manager as soon as possible to seek approval of the overtime

work, and may begin critical overtime work without specific advance authorization if needed to address emergency situations.

2. Overtime Compensation.

Unless the employee is working a Flex Schedule (see Article 5, section C.2 , above), work in excess of eight (8) hours per day or forty (40) hours in a workweek, shall be paid at the rate of one and one-half (1.5) times the regular rate of pay; work in excess of twelve (12) hours per day shall be paid at the rate of twice the regular rate of pay. If the employee requests, a Department Head may, at his/her discretion, approve the accumulation of compensatory time to be taken off in lieu of overtime pay. An employee may accumulate up to a maximum of eighty (80) hours of compensatory time. When earned, compensatory time is accumulated at the same rate as if it were to be paid (i.e., at the rate of 1.5 times the regular rate for hours above 8 but less than 12 in one day).

3. Compensatory Time Off.

An employee, who has accumulated compensatory time as described in Subsection 7.F.2 above, may request time off, to be charged against the accumulated compensatory time. The Department Head will permit the requesting employee to use the time within a reasonable period after the request is made unless using the time will unduly disrupt the City's operations.

4. Overtime Meal.

If an employee is required to work more than twelve (12) hours with no breaks longer than one (1) hour, the City will provide that employee a meal.

H. HOLIDAY PAY ON HOLIDAYS.

When required to work on a holiday, an employee shall be paid twice the rate of pay at which the employee would be paid on a non-holiday. This section is not applicable to Standby Pay since call-out is not a normal designated work day.

I. STANDBY PAY.

On a rotational basis, the Public Works employees shall be assigned to provide standby coverage for an entire week (Friday 3:30 pm until the following Friday at 7:00 am). The employee shall take a city vehicle home when scheduled for this assignment and the compensation for the standby period shall be $525.00 for said week. If a holiday falls on the Friday at the end of the of the standby period the employee shall receive an additional $100.00 for the extension of the standby assignment. The same would apply if the holiday falls on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the following Friday.

Public Works employees shall be compensated in 15 minute increments for time worked while on standby handling phone calls from dispatch. City management shall develop a process for including such time on employee timesheets.

J. MINIMUM CALLOUT TIME.

The minimum time charged for being called to work for an emergency shall be two (2) hours (home to home). In addition, such call out time shall be paid at the overtime rate.

K. LONGEVITY PAY.

Full-Time Employees shall be eligible to receive longevity pay according to the dates and rates below:

Years of Continuous City Employment	Total Longevity Pay
5 years	2.5% of base salary
10 years	5.0% of base salary
15 years	7.5% of base salary
20 years	10% of base salary

L. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business. For employees who are certified as fluent in both written and verbal Spanish language, such pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

M. OUT-OF-CLASS PAY.

Pay for Performing Full Duties of Higher Class

When, because of the absence of a Department Head or other Supervisory personnel, an employee performs substantially all of the functions (full-time) of the higher Classification, the employee will receive an increase of ten percent (10%) of his/her base hourly equivalent wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by a Department Head or the City Manager.

Pay for Performing Partial Duties of Higher Class

When an Employee is temporarily assigned for at least a period of one month to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, and/or the duties relate to a temporary project that would be assigned to a higher classification position but cannot be so assigned (as determined in the sole discretion of the City Manager) due to competing operational needs and workload, the City Manager has the discretion to provide an increase of up to ten percent (10%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

N. REPORTING TIME WORKED.

Employees are responsible for reporting on a prescribed form, all hours worked and leave taken during the pay period. The employee is responsible for securing the signature of his/her immediate Supervisor on the form, indicating approval of the hours submitted. The employee is also responsible for seeing that the required documentation for approved leave or overtime worked is attached to the time report. In the event employees are unable to accurately report all time, due to the need to submit the time report prior to the end of the pay period, they shall be responsible for bringing that fact to the attention of their Department Head(s) as soon as practicable, so the payroll records can be adjusted accordingly.

O. SHIFT DIFFERENTIAL

1. Shift differential for purposes of the article is defined as a shift that occurs on a Saturday or Sunday.
2. Any miscellaneous employee who works an assigned regular time shift as described in "1" above, shall be paid an additional five percent (5%) of their base hourly rate for each hour worked. No shift differential will be paid on sick leave, vacation, CTO or any other time-off or for hours worked as a result of being called in while on standby.

ARTICLE 8
TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

1. Rate of Accrual or Award.

Employees shall accrue or be awarded vacation pay based on their years of Continuous Employment at the following rates:

a. Less than five years of Continuous Employment: Full-Time Employees earn vacation at the rate of ten days per year. Vacation accrues on a monthly basis (six hours and forty minutes per month).
b. After five years of Continuous Employment with the City, Full-Time Employees will accrue vacation at the rate of fifteen days per year; after six years, sixteen days; after seven years, seventeen days; eight years, eighteen days; nine years, nineteen days; and ten years, twenty days per year.
c. After twenty-five years of Continuous Employment with the City, Full-Time Employees will earn one additional day of vacation each year and continue to earn one additional day of vacation every five years thereafter.

2. Administration.

a. Approving Authority: Department Heads shall have the authority to schedule Vacation Leave according to the needs of the service and the wishes of the employee, in that order.
b. Leave Requests: An employee's request for approval of Vacation Leave shall be made in writing to the Department Head. Except in the case of an emergency, a request for leave for one to three days should be made at least two days before the commencement of the leave. A leave in excess of three days should be made at least three days prior to the commencement of the leave.
c. Holidays: If a holiday recognized by the City occurs during Vacation Leave, absence for that holiday shall be charged as Holiday Leave and not as Vacation Leave.
d. Leave Accumulation: Except with the approval of the Council, accumulated Vacation Leave shall not exceed three hundred and eighty (380) hours and all employees who have accumulated at least eighty (80) hours of vacation shall expend at least eighty (80) Vacation Leave hours per calendar year with at least forty (40) hours being consecutive.

Any employee in a position represented by SHEA, who has more than 320 hours of accrued vacation leave, may have the option to receive a cash payment in lieu of their requested vacation time. This option to receive a cash payment in lieu of vacation time will only be available if (1) the employee has filed a written request for leave at least 30 days prior to the commencement of the leave; and (2) management denies the employee's request for leave because of department workload and staffing needs. Any payment in lieu of requested vacation time will

not be PERSable and will not be credited towards the employee's single highest year compensation for retirement purposes. This provision shall not apply to leave which is denied for a requested period due to management's approval of leave for other employees and in which leave would still be available for a period close to the requested vacation period.

Leave Award and Compensation: Vacation Leave shall begin to be earned by an employee upon employment. In the event of a separation of employment, any unused accrued or awarded Vacation Leave shall be compensated with a lump sum payment based on the employee's current rate of pay and included with the employee's final paycheck.

Eligibility and Use: An employee may not take Vacation Leave until after the completion of six months of Continuous Employment. Vacation Leave shall be taken in not less than fifteen minute increments.

B. HOLIDAYS.

1. Holidays.

The following holidays shall be recognized for all Association employees:

New Year's Day (January 1st)
Martin Luther King Day (Third Monday in January)
President's Day (Third Monday in February)
Cesar Chavez Day (March 31)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving
Christmas Eve Day (December 24th)
Christmas Day (December 25th)

2. Exceptions.

When a holiday falls on a Saturday, the preceding Friday shall be deemed holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day

3. Observance.

Except for emergency services, all City offices shall be closed on recognized holidays established

by Council resolution or ordinance.

4. Holiday Pay

Full-Time Employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

C. **PERSONAL CONVENIENCE HOLIDAY.**

Each Full-Time Employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each per year. After five years of Continuous Employment, Full-Time Employees shall be eligible for an additional three (3) Personal Convenience Holidays each year. Personal Convenience Holidays are granted on January 1st of each year and must be used prior to the end of the calendar year and will not accrue. They may be taken at the employee's convenience, subject to the Department Head's approval. These Personal Convenience Holidays shall not incur additional expense to the City, e.g., causing another employee to work overtime, etc. Each Personal Convenience Holiday must be taken as a full day off. Employees do not receive Personal Convenience Holidays during the calendar year in which they are hired.

D. SICK LEAVE AND FITNESS FOR DUTY.

1. Accrual and Use.

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy and the provisions of this Article 8(D). The provisions of this Article 8(D) shall supersede any inconsistent provisions of the Sick Leave.

Sick leave with pay shall accrue to all Full-Time Employees at the rate of one work day for each calendar month of service, with no limit to its maximum accumulation.

2. Administration/Fitness for Duty.

When the employee's need to use sick leave is foreseeable (for example, prescheduled appointments), the employee must provide reasonable advance notice to his/her immediate supervisor or Department manager of the need to use sick leave and its probable duration, if known. In all other situations, an employee who must be absent from work shall personally (if able) notify his or her immediate superior or Department Head as soon as reasonably possible, and at least before or within the first thirty minutes of the absence. An employee may be required to provide a physician's certificate for absence due to illness of more than three working days or at the request of the Department Head. If the City requires an employee to provide a physician's certificate for an absence pursuant to this paragraph, and the employee had not already seen or planned to see the physician for the illness or injury, the City shall reimburse the employee for the cost of any required co-pay associated with the visit to the physician if the visit was required solely to comply with the requirement to obtain the certificate of illness or injury.

When the City Manager determines that it is job-related and consistent with business necessity, an employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine whether the employee is still able to perform the essential functions of his or her job. Any information obtained about the Employee's health condition shall be treated confidentially as provided by federal and state law.

3. Reasons for Granting.

Sick leave shall be granted to eligible employees for the following reasons:

a. For the diagnosis, care or treatment of an existing health condition, or preventive care for the employee or a family member.
b. Sick leave with pay for illness or injury of a family member, subject to the limitations in Section D.4 of this Article.
c. Enforced quarantine of the employee in accordance with community health regulations.
d. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her child(ren), to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
e. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning, to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
f. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
g. Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

4. Limitations and Related Provisions.

a. An employee may use Sick Leave, in an amount not to exceed one-half of their annual accrual, or six days, to attend to an illness of a family member. This includes attending to the serious injury or illness of a family member covered under the Family Medical Leave Act and/or California Family Rights Act.
b. For the purposes of using sick leave under this Article, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
c. In the event of absence from work due to a work-related injury, an employee may receive pay for accrued Sick Leave to the extent necessary to supplement worker's compensation payments to effectively raise the employee's pay received to the level of full-time pay. For a new employee who, at the time of a work-related injury, has not yet earned three days of Sick Leave, up to three days of Sick Leave

may be advanced from anticipated future Sick Leave accruals as required to meet this described use.

5. Sick Leave Abuse.

"Sick leave abuse" shall mean: "any use of sick leave, for purposes other than those identified in this section." Sick leave abuse may subject the employee to disciplinary action as determined necessary to deter future abuse.

6. Pay-out of Sick Leave at Termination of Employment.

a. Effective July 1, 2012, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2012.

Upon separation in good standing from City employment, the City will pay the employee for unused Sick Leave in the following amount: The total number of hours of Sick Leave accumulated multiplied by the hourly rate of pay of the employee at the time of separation, divided by two (2). An employee is not "separating in good standing" if proceedings to terminate the employee have been initiated or concluded in accordance with the provisions of Article 14, Resignation, Termination or Disciplinary Action. When an employee uses sick leave, City will first reduce employee sick leave balances from sick leave accrued after July 1, 2012.

b. An employee's termination of employment for reasons of illness, verified by doctor certifications relative to the nature, gravity, and duration of the illness (including maternity) may be paid a lump sum for all Sick Leave accrued and unused at the time of such termination.

c. An employee who retires or otherwise terminates his or her employment after a finding of industrial disability may not exhaust his or her Sick Leave before the retirement becomes effective.

E. **BEREAVEMENT LEAVE.**

All Full-Time Employees shall be allowed a leave of absence with full pay, not to exceed three (3) working days, or five (5) working days if the death occurs out of State, when such absence is due to death in the immediate family. Those in immediate family are: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, son, domestic partner son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

F. **JURY OR WITNESS DUTY.**

1. All employees shall be granted time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice to the City. Leave with full pay shall be granted to Full-Time Employees for jury duty or when called as a witness for a job related law suit. Any compensation received for jury duty, excluding mileage and similar expense reimbursements, shall be remitted to the City.
2. Leave without pay shall be granted to all employees to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or court order.

G. ADMINISTRATIVE LEAVE WITH PAY.

Administrative Leave with Pay may be assigned to employees by the City Manager if it appears to be in the best interest of the City. In the event such leave is assigned, the City Manager will report to the Council the facts and circumstances of such leave as soon as is practicable.

H. DISCRETIONARY LEAVE WITHOUT PAY.

1. Permissible reasons for leave.

   Discretionary Leave Without Pay may be granted by the City Manager as follows:

   a. For personal reasons which are approved by the City Manager.
   b. For reason of illness in the event Sick Leave has been exhausted.
   c. In conjunction with Pregnancy Disability or FMLA Leave.
   d. To pursue a course of education which will increase the employee's usefulness as a City employee.

2. Procedure.
   a. The employee shall provide at least 30 days advance notice of the need for leave without pay, whenever possible. If 30 days' notice is not practicable, the employee shall request the leave as soon as practicable.
   b. An employee's request for Discretionary Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. The City Manager has the discretion of approving or rejecting the request.
   c. In the case of extended illness the Department Head shall notify the City Manager at such time as the employee has expended all Sick Leave and shall submit a regular status report thereafter pending consideration of termination, disability, retirement, or temporary replacement.

3. Regulations Relative to Discretionary Leave Without Pay are as Follows.
   a. The City Manager may grant Discretionary Leave Without Pay in his or her discretion and only when, in the opinion of the City Manager, it is in the best interest of the City.
   b. In the case of illness, Discretionary Leave Without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other leave prior to utilizing Discretionary Leave Without Pay.

c. Except in cases of absence due to illness, Discretionary Leave Without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority, or for any other purpose.
d. Vacation or Sick Leave shall not accrue nor shall Holiday Pay be awarded during periods of leave without pay.
e. Unless the employee notifies the City Manager at the time of the request for Discretionary Leave Without Pay that he or she elects to pay the premiums for continuation of Health, Dental, and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.
f. Reinstatement of all benefits shall occur at the first opportunity following the employee's return to duty.
g. Discretionary Leave Without Pay will not normally be approved until Sick Leave (if medically justified), Vacation Leave, and Comp Time have been exhausted.
h. Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.
i. An employee shall, upon completion of authorized leave without pay, be reinstated to the Position held at the time of commencement of leave and at the salary range and step previously held.

I. PREGNANCY DISABILITY LEAVE

To the extent required by law, the City shall grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Employee benefits will continue to be paid by the City during approved short-term leave. This paragraph shall be implemented consistently with the requirements of California's Pregnancy Disability Leave law and the federal Family Medical Leave Act. (See also the City's Employee Handbook.)

J. CFRA AND FMLA LEAVE

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

ARTICLE 9
CERTIFICATION AND OTHER BENEFITS

A. SPECIALIZED SCHOOLS AND TRAINING, AND CERTIFICATION PAY.

1. Specialized Schools and Training.

Individual Full-Time employees will be reimbursed for up to $500.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed $6,000.00 per year. Employees will be reimbursed on a first-come, first-served basis, subject to the City Manager's determination that a course or training is job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree.

2. Certification Pay.

a. In recognition of the fact that certain functions cannot be performed without special governmental certification or licensing, the City will pay Fifty Dollars ($50.00) per month for:

- "Operator cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Waste Water Treatment Plant, enabling those employees to perform duties at the other plant;
- A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the City;
- Certification for back-flow prevention devices for Public Works employees.
- Playground Inspection Certification for employees working in the Parks Division.
- Arborist Certificate for employees working in the Parks Division.
- Wastewater Collection Certificate

b. Fifty Dollars ($50.00) per month and any required physical examinations, the cost to renew the Class B license, and the appropriate time necessary during normal work hours to test for a Class B driver's license, if the Director of Public Works, on a person-by-person basis, certifies the necessity to the City for such license and the City Manager authorizes.

B. UNIFORMS.

1. As a condition of employment, the City requires appropriate apparel or uniforms to be worn during work hours.
2. The City will provide uniforms to employees in the following Public Works positions: Public Works Supervisor, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Maintenance Lead Worker, Chief Water Distribution Operator, Plant Operator in Training, Plant Operator I, Plant Operator II, Plant Operator III, Chief Plant Operator.

   a. Employees Assigned to Water Distribution and Public Works

   For employees assigned to Water Distribution and Public Works, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is $35.49 per pay period.

   b. Employees Assigned to Parks-Trees-Buildings

   For employees assigned to Parks-Trees-Buildings, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is $33.06 per pay period.

   c. Employees Assigned to the Wastewater Treatment Plant

   Chief Plant Operator and Plant Operator II - For employees assigned to the Wastewater Treatment Plant, except for employees in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.. The value of these uniforms is $9.29 per pay period. The City does not provide uniform cleaning for these Employees assigned to the Wastewater Treatment Plant.

   Plant Operator III - For employees assigned to the Wastewater Treatment Plant in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts per year. The value of these uniforms is $5.79 per pay period. The City does not provide uniform cleaning for the City Polo Shirts. Additionally, the City shall provide coveralls which are solely for personal health and safety purposes of the employee. The City will provide and pay for regular uniform cleaning service for the coveralls.

   d. Employees Assigned to the Water Treatment Plant

   For employees assigned to the Water Treatment Plant, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.

The value of these uniforms is $11.49 per pay period for each employee. The City does not provide uniform cleaning for Employees assigned to the Water Treatment Plant.

e. Safety Reflective Coat and Safety Boots

In addition, the City will provide all employees in the classifications listed above in paragraph B.2. with one (1) safety reflective coat on initial hire with a replacement coat every 5 years, and one pair of OSHA approved safety steel toed boots or shoes to be replaced when warranted. The safety reflective coat and the safety boots are solely for personal health and safety purposes of the employee. Any additional uniforms needed shall be supplied at the employee's expense.

3. The parties acknowledge that the uniforms provided are not suitable for everyday wear, and that employees shall wear the provided uniforms only while on duty and traveling to and from work.
4. To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms and cleaning service provided by numbers 2 and 4 above for classic members (as defined by CalPERS). For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

C. TOOLS AND EQUIPMENT.

1. For employees, except the City Mechanic, all items of essential equipment and tools will be provided by the City, except that an employee may elect to provide all or any part of his/her own equipment and tools.
2. City-owned equipment and tools shall be used solely in the exercise of official City business.
3. The City Mechanic will personally furnish all hand tools necessary for normal general maintenance to vehicles and equipment. The city will reimburse the Mechanic for one-half (1/2) the Mechanic's cost of hand tools, up to One Hundred Fifty Dollars ($150.00) per year.
4. Care of Tools and Equipment.
   Each employee having care or custody of City-owned property (including money) or equipment has a responsibility to take appropriate care of the property or equipment, including safeguarding it against theft or damage. Any employee becoming aware of the theft of, or malicious damage to City-owned property or equipment shall immediately report it to the Police Department.
5. For employees who are required to use a cell phone during normal course of their duties and/or are required to be on-call for the day, the City will provide a City issued cell phone.

ARTICLE 10
HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE

A. HEALTH INSURANCE.

The City will pay provide medical insurance for each Full-Time Employee and his or her eligible dependents. City is currently a member of Redwood Empire Municipal Insurance Fund (REMIF) and subject to their decisions regarding type and number of plans offered. Should REMIF propose material changes to the insurance plans, City will meet and confer on medical insurance options.

B. DENTAL INSURANCE.

The City will pay the full premium for dental insurance benefits for each Full-Time Employee and all dependent family members.

C. VISION INSURANCE.

Subject to REMIF approval, the City will obtain and pay the full premium for a REMIF Vision Plan for all Full-Time Employees.

D. LIFE INSURANCE.

The City will pay the full premium for a $25,000.00 life insurance plan to cover each Full-Time Employee. At the employee's expense, an employee has the option to increase the amount of life insurance coverage up to an additional $20,000.00.

E. SUPPLEMENTAL LIFE INSURANCE.

The City does not provide, however Full-Time Employees may purchase additional supplemental life insurance.

F. DISABILITY INSURANCE.

The City will pay the full premium for the California State Disability Insurance program primary disability insurance plan covering each Full-Time Employee.

ARTICLE 11
RETIREMENT, SOCIAL SECURITY, DEFERRED COMPENSATION AND DEPENDENT CARE ASSISTANCE

A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

Employees covered by this MOU are provided retirement benefits under the California Public Employees' Retirement System (CalPERS) as described in this Article 11, Section A.

1. Tier One: 2% at 55 Retirement Program – Employees Hired Before July 1, 2012 (Tier 1 Classic Members)

   This Section 1 (including subsections) shall apply to employees hired before July 1, 2012:

   a. 2% at 55 Pension Formula

      The "2% @ 55" retirement program will be available to employees covered by this Section.

   b. Final Compensation Based On 12-Month Period

      For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

   c. Required Employee Contributions

      i. Member Contribution

         Employees covered by this Section 1 shall continue to pay, through payroll deduction, the full 7.0% member contribution.

      ii. Pension Cost Sharing

         Effective January 9, 2016, employees covered by this Section 1 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

2. Tier Two: 2% at 60 Retirement Program for Employees Hired On or After July 1, 2012, and Before January 1, 2013, and Employees Qualified for Reciprocity (Tier Two Classic Members)

This Section 2 (including subsections) shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

a. 2% at 60 Pension Formula

The "2% @ 60" retirement program will be available to employees covered by this Section 2.

b. Final Compensation Based On 36-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

c. Required Employee Contributions

i. Employees covered by this Section 2 shall continue to pay, through payroll deduction, the 7.0% member contribution.

ii. Pension Cost Sharing

Effective the first full pay period in January 2016, employees covered by this Section 2 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

3. Tier Three: 2% at 62 PEPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member)

This Section 3 (including subsections) shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

a. 2% at 62 Pension Formula

The "2% @ 62" retirement program will be available to employees covered by this Section 3.

b. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

c. Required Employee Contributions

i. Required 50% of Normal Costs

As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by this Section 3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

ii. Pension Cost Sharing

Effective the first day of the first full pay period in January 2016, in addition to paying 50% of normal costs as described above, employees covered by this Section 3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

4. Cost Sharing Implementation – All Tiers

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Unit Member Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii), the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this MOU and establish the status quo for purposes of future negotiations. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii).

5. Converting Sick Leave Balance

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit

that is paid out at termination pursuant to Article 8(D)(6) will not be available for conversion to service credit.

6. Other Options Included In CalPERS Contract

Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

7. Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

8. All Provisions Subject to Requirements of Law

The parties recognize and agree that the City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or MOU terms.

B. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

C. DEFERRED COMPENSATION PLAN.

The City offers a deferred compensation plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed Fifty Dollars ($50.00) per month.

D. CAFETERIA PLAN.

The City allows employees to deposit up to $5,000.00 of their before-tax earnings into an account and pay themselves back for certain enumerated personal and dependent care expenses with tax-free dollars pursuant to Internal Revenue Code Section 125.

ARTICLE 12
BENEFITS ON TERMINATION/RETIREMENT

Upon termination/retirement of employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

A terminated employee may be entitled to certain insurance coverage opportunities under the federally mandated COBRA Program.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement, an employee enrolled in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions set forth below.

1. Conditions.
   a. That continued enrollment has the approval of the insurance company concerned.
   b. Enrollment will cease at such time as the City terminates or converts an insurance program.
   c. The retired employee shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.
   d. Unused Sick Leave, Vacation Leave and/or Comp Time may be credited toward health insurance premium in the manner set forth below.
2. Use of Accrued Sick Leave, Vacation Leave and Comp Time to Offset Premiums.

   Retiring employees have the option of applying 100% of their unused sick leave accrued prior to July 1, 2012, Vacation Leave and/or Comp Time toward the payment of continuation insurance premiums, to the extent allowed by law. The total number of hours of leave shall be multiplied by the hourly rate of the employee at the time of retirement. The City will first apply Sick Leave, then Vacation Leave and finally Comp Time to the payment of the premiums. If the employee dies before the Sick Leave, Vacation Leave and/or Comp Time is depleted, the City will make a lump sum payment, less applicable withholdings, to the employee's estate, at the following rates: the remaining Sick Leave multiplied by the employee's hourly rate at retirement multiplied by .50; the remaining Vacation Leave and/or Comp Time multiplied by the employee's hourly rate at retirement.

ARTICLE 13
GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, including the content of performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

   Within ten (10) calendar days of the occurrence of an act in dispute or within ten (10) calendar days of when a member should reasonably have become aware of the occurrence of the act in dispute, an employee shall discuss it with his or her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, he or she may proceed to Step 2.

2. Step 2: Department Head Determination.

   Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

3. Step 3: City Manager Review.

   Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give his or her written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.

The parties may mutually agree to extend any of the above deadlines in writing. Either party may extend the deadlines for reasons of prolonged illness, canceled meetings, or in response to other unavoidable circumstances.

ARTICLE 14
RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.

An employee wishing to leave his or her service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Manager by the Department Head.

B. EXIT INTERVIEW.

Any person leaving City employment shall have the opportunity to meet with the City Manager. The purpose of the meeting shall be to allow the City Manager to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.

A Full-Time Employee may be disciplined or discharged by his or her Department Head, but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.

In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will, without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

An employee may be reprimanded by his or her Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

An employee may be suspended by his or her Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.

A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.

A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Investigation.

An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws shall be investigated by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The investigator shall complete a written report of the investigation, including the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. The investigator may recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action.

2. Notice of Proposed Discipline.

The Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

- A statement which clearly defines the intent to take action and the specific action to be taken;
- The date the action is intended to take effect;
- A statement of the rule(s) or regulation(s) that has/have allegedly been violated;
- A statement of the specific action, charge(s), and facts on which the proposed action is based;
- Copies of the written materials, reports, and documents considered by the Department Head in his/her decision to impose the proposed action.
- Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.

If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.

Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.

Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, he or she will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's post Skelly Appeal hearing or other disciplinary hearing.

6. Paid Administrative Leave.

The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

7. Exclusions.

The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.

An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the

procedures set forth below. An employee, who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits his or her appeal and the disciplinary action shall be final and binding.

2. Procedure.

In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request to Arbitrate"). Upon receipt of the Request to Arbitrate, the City Manager shall initiate the Appeal process.

3. Appointment of Hearing Panel.
   a. The Hearing Panel shall consist of one person selected by the City, one person selected by the Association, and a neutral chairperson selected jointly by the City and the Association.
   b. The neutral panel chairperson shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
   c. If the parties are unable to mutually agree on a neutral panel chairperson within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.
   d. If the neutral selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a neutral chairperson.
   e. The cost of the neutral shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Employee.

4. Pre-Hearing Matters.

   The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the panel members and the availability of counsel and witnesses. The arbitration hearing shall be private. The panel may, prior to or during the hearing, grant a continuance for any reason the panel believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the neutral panel chairperson.

5. Conduct of the Hearing.
   a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel

or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

b. The panel shall determine the relevancy, weight, and credibility of the testimony and evidence. The panel shall not be bound by the technical rules of evidence. The panel shall base its finding on the preponderance of the evidence. The City shall have the burden of proof.

c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witness(es) and evidence to rebut the charges.

d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and at his/her own cost.

e. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.

f. The panel shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The panel may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Panel.

After the conclusion of the hearing, the hearing panel shall prepare a recommended decision based on its findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the panel sustains or does not sustain and the reason(s) for the panel's decision. The panel's findings and recommended decision must be supported by a majority of the panel members (i.e., at least two panel members must agree on each finding or recommendation).

7. Decision of the City Manager.

After receiving and considering the recommendation of the hearing panel, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE:

The following are deemed sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of illegal drugs or alcohol while on City business, or during work hours, or while representing the City.

- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.

- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 15
LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

ARTICLE 16
SEPARABILITY

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 17
TERM & COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on July 1, 2022 and shall expire on June 30, 2025.

The City and the Association shall have one reopener for each party during the term of the agreement.

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), any City-proposed changes to the SHEA job descriptions, Employee Handbook and/or related policies and procedures;

- The parties may mutually agree to meet and confer on any topic.

ARTICLE 18
SIGNATURES

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA EMPLOYEES ASSOCIATION

_____
REPRESENTATIVE

_____
REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2022-XX

_____
CITY MANAGER

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Police

DATE:	May 14, 2024
FROM:	Justin Tharp, Lieutenant
SUBJECT:	Consideration to adopt a resolution authorizing (1) the City Manager to enter into an Agreement with We Care Animal Rescue for animal shelter and adoption services for the City of St. Helena; and (2) authorize the City Manager to execute the Agreement on behalf of the City and make non-substantive amendments to the form of agreement
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	To provide humane, lawful and courteous shelter/adoption services to the citizens of the City of St. Helena.
FINANCIAL IMPACT:	The estimated Financial Impact is $8,000 annually with funding already allocated in the Police Department's budget, therefore no budget adjustment is required.

BACKGROUND:

Animal Services is integral part of Police Services. Animal Services includes, animal cruelty investigation, animal bite investigations, injured animals, dogs at large/strays, and dog/cat owner surrenders. Animals must be housed in a way that is humane and in accordance with the law. Currently the St. Helena Police Department has no way to treat injured animals, house/shelter or adopt at our new facility.

DISCUSSION:

In 2015, the St. Helena Police Department ended its contract with the County of Napa for all Animal Services. This included field services such as animal cruelty investigations, animal bite investigations, and shelters/adoption services due to rising costs and an inadequate level of service.

Since 2015, the St. Helena Police Department has stepped into that role and provided all animal services for the City. This included fieldwork and shelter/adoption services. Wine Country Animal Lovers, or W-CAL, briefly handled adoption services for the City. This agreement was unable to be fulfilled by W-CAL, leaving the Police Department responsible for adoption services, a task for which the Police Department is ill-suited. The St. Helena Police Department can adequately render field services but lacks the facilities and staff to adequately shelter and adopt animals the Police Department obtains.

Staff recommends shelter services be outsourced. The following organizations have provided a quote for the services mentioned above. All quotes provided for animal services are for five-years. All three organizations will provide medical care as needed and animal licensing for dogs within the City's jurisdiction.

1) We Care Animal Rescue; We Care is located within the City of St. Helena. We Care only provides shelter and adoption services. Found animals can easily be picked up by St. Helena residents at We Care. We Care operates on a fee-based system (see attachment), and the yearly cost fluctuates with the number of animals they are required to accept or treat. Staff estimates the price to be approximately $8,000 per fiscal year for medical, shelter, and adoption services, ensuring a cost-effective solution for the City.

2) North Bay Animal Services: North Bay is located in Petaluma. St. Helena residents would be required to pick up "at large" animals in Petaluma. North Bay is a full-service provider, handling both field services and shelter/adoption services. It is also the animal services provider for the City of Calistoga. The total cost for North Bay is $24,600 per fiscal year for five years.

3) County of Napa: The County of Napa animal services/shelter is located in south Napa. Napa County was the City's previous animal services provider. Napa County will provide field services and shelter/adoption services. The Total Cost for Napa County is $90,533, which will increase to $91,074 within that five-year agreement. Napa County is open to providing shelter services for $82,749 yearly.

Staff recommends contracting with We Care Animal Rescue for animal medical, shelter, and adoption services. We Care Animal Rescue is conveniently located within the City and will provide a seamless process for Officers to kennel found animals and for owners to retrieve those animals. By paying only for services rendered, the Police Department is using public funds in a fiscally responsible manner. Our Police Officers and the Community Service Officer will continue to handle all necessary field services, providing expedient and courteous customer service as our citizens have come to expect. North Bay Animal Services and the County of Napa have longer response times due to their respective locations and require residents to drive out of town to retrieve found animals.

ENVIRONMENTAL REVIEW:
Not Applicable.

GOAL:

Goal 5: Enhance Quality of Life
Goal 6: Improve Employee Recruitment, Retention, & Morale
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Northbay Animal Services
Napa County Shelter Services
Napa County Shelter Services
NSO Animal Services
We Care (Fees)
Resolution - MOU We Care Animal Rescue
St. Helena - Animal Services Agreement_We Care Animal Rescue-c1

NORTH BAY
ANIMAL SERVICES
COMPASSION • COMMUNITY • CONNECTION

December 24th, 2023

Justin Tharp
Police Lieutenant
City of St. Helena
1480 Main St,
St. Helena CA 95474

Lt. Tharp,

North Bay Animal Services (NBAS) is pleased to submit a proposal to the City of St. Helena for Animal Shelter Services. We believe that our proposal offers a great solution to provide animal services to the City of St. Helena.

NBAS brings together a team of people, to work collaboratively, with transparency, and the highest ethical standards to treat every person and animal we encounter with compassion and respect.

Thank you for considering our proposal and we look forward to the opportunity to serve the animals and people of St. Helena.

On behalf of the NBAS team, I certify that the information provided in our proposal is true, accurate and current.

Sincerely,

Mark Scott
Executive Director
North Bay Animal Services
707-364-9554
mark@northbayanimalservices.org

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Proposal for
St. Helena Animal Care and Control

December 24th, 2023

Provided By
North Bay Animal Services
Mark Scott, Executive Director
840 Hopper Street
Petaluma, CA 94952
Telephone 707-762-6227
E-Mail Mark@northbayanimalservices.org

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840 HOPPER STREET PETALUMA, CA 94952 TAX ID #82-461-4629

NORTH BAY
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Executive Summary

North Bay Animal Services (NBAS) will provide Animal Care and Control Services for stray, surrendered and injured animals for St. Helena's residents. Public services include collection and care of stray/injured animals, dog licensing, cruelty investigations, animal law enforcement, and facilitation of trap, spay/neuter and release for feral cat colonies.

NBAS works collaboratively with citizens and other entities in the cities that we serve, putting our collective years of experience to use in order to help homeless pets.

General Company Description

This California non-profit corporation provides animal services to cities in the San Francisco North Bay area. We shelter surrendered household pets, adopt them to qualified owners, respond to animal related requests and maintain the animal licensing program. We also provide Humane Education classes, and low-cost spay/neuter services.

We understand that the only services requested in St. Helena will be for animal services outlined in our scope of services portion of this proposal. The other services that we can provide are available upon request for an additional fee.

Mission Statement:
North Bay Animal Services provides high quality, comprehensive services to the community that result in fewer homeless animals, greater pet retention, and happier families.

We shelter, we save, we serve.

Business Philosophy:
Our most important resource is our people. From the Board of Directors, to the Advisory Committee, to the employees and volunteers, we all have a strong commitment to animal welfare. Each area of the organization is represented by years of service and expertise: Animal Control, Canine Training, Customer Service and Technology, Animal Veterinary Care, Volunteer Coordination, Humane Education, Community Outreach, Executive Management. This diverse group and their commitment to the industry and community make the organization flourish.

Fees for services provided:
Current Rate is $24,600.00

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Animal Control Services

Animal Control Hours & Services

North Bay Animal Services will work at the 840 Hopper St. Petaluma location and provide for the following services from 9 a.m. to 6 p.m., Teusday through Saturday, excluding city recognized holidays:

- Acceptance of stray animals
- Sick or injured animals
- Assistance with dangerous animals
- Acceptance of owner surrenders for City of St. Helena residents
- Work with St. Helena residents to reunite them with their lost pets.
- Dog licensing

Animal Control Number

St. Helena Animal Control – 707-762-6227

After Hours Emergency

For after hour emergency calls related to sick, vicious or injured animals, please contact the St. Helena Police Department dispatch at 707-967-2850.

Regular Animal Control Service Hours

The Animal Control officer is on-duty Tuesday through Saturday, 9 a.m. to 6:00 p.m., excluding city recognized holidays. Animal related complaints received by the city or the police department outside of regular animal control service hours are forwarded to animal control for follow-up.

Response time During Regular Service Hours

Animal Control provides in-field response to animal medical emergencies and other emergencies involving danger to humans within 60 minutes or less during regular service hours. An Animal Control Officer will respond to non-emergency animal control issues within 24 hours of being notified during regular service hours.

Animal Control

We will respond to residents of St. Helena for pet related issues like barking dogs, stray animals, and respond to animal related issues in the community. This includes off-leash pets roaming the streets, community complaints about pets and community education. Our Animal Control Officers resolve these issues in a timely fashion, delivering excellent customer service, always trying to keep the pet in the owner's home. When necessary, animals will be housed at the shelter temporarily until the pet can be reunited with the owner.

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Marketing Plan

We use social media, Facebook, Instagram and Craig's List to proactively return animals to their owners. We post about lost animals and research found animal posts, trying to reunite these pets.

Website / Online Capabilities:

- Newsletters
- Photos posted of St. Helena strays
- Dog license processing
- Event announcements

A Compassionate Staff

Every member of our staff keeps the animals' best interest at the forefront while delivering excellent customer service to the public. We maintain this attitude through a collaborative communication style, continued training and education and by recruiting the best in this field.

Customers

Animal Control will serve all citizens of St. Helena, pet owners as well as those affected by pets. Our facility in Petaluma is available to house pets in case of overflow from the St. Helena shelter.

Pricing / Fee Schedule

Pricing is set by the City of St. Helena City Council or Adopted Fee Schedule attached

Location

Petaluma Animal Shelter
840 Hopper St.
Petaluma, CA 94952

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ANIMAL SERVICES
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Operational Plan

One Animal Control Officer will be assigned to St. Helena to respond to calls during regular business hours. A second officer will rotate for after-hours coverage.

- Animal Transport
- Animal Services
- Police Assist
- Dog licensing
- Educating the public on St. Helena Municipal Code
- Cases, complaints and follow up if needed

The NBAS staff at the Petaluma shelter will support the City of St. Helena.
NBAS staff members will process licenses, consult on animal related issues and maintain the social media presence. NBAS management will ensure Animal Control and other departments are continually trained. (For example: CPR, sexual harassment prevention, animal care, Laws of Arrest and Firearms. NBAS staff will also comply with officer continued training (PC 832), to stay current on weapons safety and industry standards of excellence.

Legal Environment
Business license
IRS 501c3 designation and registration with the California Attorney General
Business and property insurance.

Personnel
Executive Director
Animal Control Officer
Animal Shelter Staff

NORTH BAY ANIMAL SERVICES

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Management and Organization

Personnel

Mark Scott, Founder, Executive Director
Mark will oversee the daily operations. He will have direct responsibility for Animal Control functions/schedule, facilities, vehicles, adoption events, budget, finance, tax reporting, computer hardware, phones, donations, city liaison.

Mark joined Petaluma animal Services Foundation in 2012 and quickly rose through the ranks to Senior Animal Control Officer and then to Operations Supervisor. Mark successfully staff and maintained the Petaluma animal shelter and was then tasked with devising a plan to operate the Shelter Medical Department under a new proposed budget. He accomplished this by creating a relationship with a local vet while playing a pivotal role in contract negotiations. This new contract allowed animals to receive vet care five days per week, including an exam, spay or neuter, and a rabies shot. This arrangement saved animals from needless waiting and suffering.

Mark has built a solid animal control department that services the needs of the City of Petaluma, and he was also instrumental in creating a flexible animal control division for other city agencies. The Cities of Calistoga, Healdsburg, Cloverdale, along with Petaluma were all covered by Mark. In addition, Mark has a long record of successfully dealing with hostile situations and finding solutions that ensure the safety of his fellow team members, animals and the public. He has worked extensively with partner organizations, including the Rohnert Park Animal Shelter and the Sonoma County Animal Shelter.

During the Tubbs Fire, Sonoma County Animal Services recruited Mark to assist with search and rescue efforts. He has also successfully set up and run disaster relief efforts, coordinating the distribution of needed supplies and working closely with the Red Cross through a mobile animal shelter. Mark specializes in applying his expertise, job knowledge, and situational awareness to create a best possible outcome.

Mark is a member of the National Animal Care & Control Association. In 2018, he was presented with Petaluma's Service Person of the Year Award by the Argus-Courier and Chamber of Commerce.

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Professional and Advisory Support

Robbi Lakos, Board President
Robbi works in the industry and has lived in Petaluma for 17 years with her husband Greg and 4 cats. Robbi started out volunteering at the shelter in 2015 with the cats, and shortly thereafter, she took home her first foster kitten. She has been hooked ever since! Robbi continues to volunteer at the shelter most evenings and fosters both healthy and sick cats, ranging from bottle babies to senior cats who need extra attention. Robbi and Greg have fallen in love with fostering so much that they have converted their spare bedroom into a foster room. She also volunteers at Petco adoption days and other special events. During those events, Robbi enjoys educating others about the shelter and assisting with adoptions.

Gale Valentini, Board Treasurer
Gale has lived in Petaluma since 1992 and has been a supporter of NBAS from it's inception. She is retired from a career in human resources and financial services with a detour to the culinary field. Cats have always been a part of Gale's life with more than one and up to four living in her household. In addition to her cats, she enjoys gardening and quilting.

Jeanne Allen, Board Secretary
Jeanne Allen retired from her thirty-six year career in federal law enforcement in addition to sixteen years as an Recruitment Coordinator for the Department of Justice. In 2016, she joined the Board of Directors for Humankind Alliance, a non-profit organization dedicated to addressing the challenges between law enforcement agencies and their respective communities. Jeanne has been a shelter volunteer for the past 16 years in addition to volunteering at a variety of public adoption events, spay/neuter clinics and the weekly Petco cat adoption events. Jeanne also volunteers her time at Lily's Legacy, a senior dog rescue in Petaluma. Jeanne has had three rescue cats and she later adopted two more cats from the shelter. Jeanne is a avid hiker and enjoys traveling with her husband and son.

Advisory Board
Sheri Cardo – Public Relations/Political Advisory
Shirley Zindler – Animal Control

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Insurance Agent
Leslie Dodds
Insurance Broker
McDonald-Leavitt Insurance Agency, Inc.
2800 Cleveland Ave. #D
Santa Rosa, CA 95403
707.284.5912 phone
707.284.5990 fax

Bank
Summit State Bank
100 Petaluma Blvd S.
Petaluma, Ca 94952
707-283-1120

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SCOPE OF SERVICES

Animal Regulation Services: Contractor will provide in-field animal control services within the City boundaries. Field services will include, but are not limited to: response to requests for service from the St. Helena Police Department, citizen complaints, license compliance, barking dogs, dangerous or vicious animals, bite investigations as needed, cruelty investigations, removal of dead animals from City streets, and respond to calls in St. Helena dog parks, and emergency services. More specifically, the contractor's duties will include, but are not limited to the following:

Regular Animal Control Service Hours: Animal Control hours will be Tuesday through Saturday, 9:00 a.m. to 6:00 p.m., excluding City recognized holidays. Animal related complaints received by the City or the police department outside of regular animal control service hours will be forwarded to the contractor for follow-up.

Response time During Regular Service Hours: Contractor will provide in-field response to animal medical emergencies and other emergencies involving danger to humans within (60) minutes or less during regular service hours. Contractor will respond to non-emergency animal control issues within (24) hours of being notified during regular service hours at the request of St. Helena Police Department.

Animal Control Officer: Contractor shall employ as Animal Control Officers only those certified under Penal Code section 832. Contractor will maintain all training records. Animal Control Officers will qualify with the use of their approved firearms on a quarterly basis. The use of firearms is limited to field euthanasia of animals

Impoundment: Impound all Animals picked up at large and collect such impound fees as may be established from time to time by resolution of the City Council. All animals suspected to be rabid and/or that have bitten a person or other animal shall be impounded and handled as prescribed in Chapter 6.04 of the St. Helena Municipal Code.

Return of Impounded Animals: Contractor should return any lost/stray animal (impounded by field personnel) to the rightful owner in the field, when possible and subject to the payment of impound fees.

Calls for Service Routing: Contractor will handle and dispatch all calls for service received for appropriate animal related services during the normal business hours of the shelter. After hours calls for service will be forwarded to the on-call Animal Control

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Officer. Non-Emergency after hour calls will be forwarded to a recorded line as established by the contractor.

Animal Bites: At the request of the St. Helena Police Department the Contractor will investigate reported bites by animals. Contractor shall respond in person to all reported bites by dogs or suspect rabid or wild animals. As part of this response, Contractor shall contact and interview the bite victim(s) (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure. Bite reports shall indicate who reported the bite incident to the City. Upon request Contractor will also provide the police department with a copy of all animal bite reports within one (1) week of occurrence.

Nuisance Animal Complaints: Upon request of the St. Helena Police Department Contractor will respond to and process nuisance animal complaints.

Dead Animals: Contractor will accept from the City for disposal, pursuant to established policy, the remains of domestic and small wild animals. The remains of large livestock, such as horses, bovines or sheep, or large wild or native animals are excluded from this responsibility. Contractor will accept and pick up the remains of deer.

Livestock: Contractor's services with respect to livestock are limited to placing the animal back into a corral, if possible, and issuing a citation to the owner. All other matters will be relayed to the St. Helena PD or other appropriate entity depending on the circumstances.

Trapping: Contractor shall assist City residents in removal of domestic or wild Animals from privately owned traps within twenty four (24) hours of being so notified. Contractor may charge a fee if an Animal Control Officer is required to pick-up a trapped animal. Depending on trap availability, assist City residents in setting of trapping and removal, of domestic and wild Animals from public and private property within seven (7) days, as allowed by law.

Licenses for Dogs: Contractor shall provide full dog-licensing services, including license enforcement activity. Contractor shall charge fees and costs, remit monies, and maintain records with regards to animals received by it under the terms of the Agreement and consistent with the provisions of the St. Helena Municipal Code relating to fees and charges. Such fees and charges will be retained by Contractor.

Issuance of *W*arnings and Citations: Contractor will enforce all appropriate animal control and care related provisions of the St. Helena Municipal Code including the issuance of warning notices or citations as necessary for violations of the provisions the Municipal Code or State law.

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Criminal Prosecutions: Contractor will forward any criminal investigation cases in which prosecutions are sought through the St. Helena PD records unit to the Napa County District Attorney's Office or other appropriate judicial review. Contractor shall follow all established report preparation protocols and shall receive training from the St. Helena PD as needed.

Administrative hearings and court testimony: Contractor shall make appropriate Animal Control Officers available to attend and testify in court or administrative hearings as outlined in title 6 of the St. Helena Municipal Code or as a result of a criminal subpoena issued by a recognized court of justice. Costs for the appearances of Animal Control Officers in court or hearings shall be the responsibility of the contractor.

Complaints: The City and Contractor shall designate a primary and alternate contact person for the purpose of addressing complaints. All complaints received by the City that require a response from the Contractor shall be made by telephone and/or electronic mail to the designated contact persons for the two Parties. An electronic mail response will be made by the Contractor within two (2) business days as to the resolution or ongoing response on the matter.

Enforcement Radios: Contractor will be provided two St. Helena PD patrol radios in order to make emergency requests for police assistance. Contractor shall ensure any and all employees utilizing police radios have received proper training from St. Helena PD in the use and care of the equipment. Radios shall only be issued to the Animal Control Officer and the Director.

After Hours Animal Control: Contractor will provide "on call" emergency response, to any situation involving animal medical emergencies or danger to humans, upon being requested by the St. Helena Police Department, within (60) minutes, during any hours outside of regular animal control service hours.

Shelter Services: Contractor shall provide full shelter services to all persons residing within the St. Helena city limits. These services will include, but are not limited to: sheltering abandoned, unwanted or stray animals, adoptions, pre-adoption spays and neuters, animal licensing, and euthanasia

Contractor shall operate and maintain a shelter facility at 840 Hopper St Petaluma CA and will provide for the following services from 9:00a.m. to 6:00 p.m. Monday through Sunday, excluding City recognized holidays:

1. Acceptance of stray animals from the City of St. Helena 2. Spay and Neuter of all unaltered animals prior to adoption. 3. Euthanasia of animals who are irremediably suffering or which pose a danger to the

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community. 4. *A*cceptance of owner surrenders for City of St. Helena residents by appointment and as space allows.

a. Whenever possible, our goal is to help pets and their owners remain together.

Understanding that pet relinquishment is not the preferred outcome, contractor will support St. Helena residents wanting to re-home their pets b*y first* providing resources which allow the pet to remain in their home (training assistance, pet food pantry support, adoption-by-owner toolkit).

Exterior drop-off kennels will also be available to the St. Helena Police Department at all hours.

Shelter Business Hours: Contractor will maintain a shelter that is open to the public from 9:00a.m. to 6:00 p.m. Monday through Sunday, excluding City recognized holidays. Adoption hours shall be from 12:00 noon. through 6:00 p.m. which allows for morning feed and clean time prior to public viewing. Contractor shall receive stray animals from residents of St. Helena during business hours.

Contractor will accept animals from the St. Helena Police Department and exterior drop-off kennels will be available to officers at all hours.

Proper Care and Treatment: The best possible care and treatment shall be given to all animals held in possession of the contractor. Adequate food shall be provided and the shelter shall not be overpopulated. The shelter shall provide means for isolation, not permitting the public to have access or visits, of animals with Police holds, quarantines, or pets held in protective custody that will not expose other sheltered animals to risk. The shelter shall have adequate number of dog kennels and cat cages. The animal shelter shall be maintained in a clean and sanitary condition. City staff reserves the right to enter and inspect the premises during regular business hours for the purpose of inspecting the facilities for the conditions above.

Housing of Animals: Contractor shall be solely responsible for the costs associated with the care and feeding of animals for any time periods beyond the minimum impoundment periods established in the St. Helena Municipal Code.

Emergency veterinary service costs for injured sick domestic animals: The City of St. Helena will only incur a maximum of $250.00 per animal, towards emergency veterinary care. All additional medical costs are at the discretion and expense of the Contractor.

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C. Other Related Services:

Training: In the course of operating the shelter and providing animal control services, contractor shall assign personnel that are trained, qualified and authorized to administer and/or enforce all laws, rules and regulations; operate all necessary equipment, have the ability to recognize animal breeds, diseases and injuries, and shall be competent to administer first aid to animals in the field. Contractor shall ensure that each Contractor employee assigned to the City of St. Helena is trained and currently certified, or will be certified within 60 days, in accordance with state standards. Contractor will ensure that personnel maintain required certifications and maintain that status through the required continuing education credits.

Documenting of Case Files: The Contractor will maintain and update all Animal Control case files.

Customer Service Levels: Contractor shall assist the City in the development of a customer service survey for Animal Control activities. In the event that the City implements a customer service survey, the responses received on the performance of Contractor must demonstrate the Contractor is fostering and maintaining harmonious relationships with the members of City Council, employees of the City, employees of the City's contract services providers and City businesses, residents, customers and is representing the City in the best light possible to members of the public, staff, elected and appointed officials and media.

Personnel, Supplies and Equipment: The Contractor at their expense shall provide all personnel, supplies, medications and pharmaceuticals, vehicles and equipment necessary for the efficient and effective operation of Animal Field Services, including, but not limited to Animal Control Officers,

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Fee Schedule

NBAS Fee Schedule Adopted

Dog License Fees: Intact Dogs: $25, Altered Dogs: $20
Redemption Fees: Dogs, Cats and Livestock $45, other small animals: $28
Daily Board Fees: Dogs, Cats, and Livestock $20
Euthanasia and Small Animal $26, cats & dogs: $42
Group Cremation: Cats and Small Animals $48, Dogs: $54-75
Private Cremation: $140-$260
Surrender Fees: Adult Intact $69, adult altered $46
Litter $29
Field Services Fees: Pick up at Owners residence to be surrendered (+surrender fee): $70
Transport of injured animal to veterinarian: $75-175
Owner assist $75/hour
Police assist $175
After hours (board fees additional) $175
Other Fees as needed

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Budget 2024 - St Helena

BUDGET SUMMARY REPORT

North Bay Animal Services

Budget Summary	Monthly Targets	YTD Targets
Income Breakdown:		
City Contract Fee	$2,050.00	$24,600.00
License Fees (Estimate)	$100.00	$1,200.00
Expense Breakdown:		
Admin / Social Media / Animal Medical	$100.00	$1,200.00
Officer On-Call	$1,038.00	$12,456.00
Employee Salaries / Medical (Estimated Percentage)	$500.00	$6,000.00
Printing Services	$125.00	$1,500.00
Fuel Cost	$150.00	$1800.00
Postage	$50.00	$600.00
Accounting Fees	$60.00	$720.00

Balance Sheet Summary (Mark's Suggested)	Monthly Targets	YTD Targets
Income	$2,150.00	$25,800.00
Expenses	$2,023.00	$24,276.00
Budget Difference	$127.00	$1524.00

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Animal Control Officer Training Requirements

PC 832 Arrest Certification (40-Hours)

This course fulfills the requirements of Section 832 of the Penal Code as mandated by the California Commission on Peace Officer Standards and Training (POST).

Topics Include:

- Leadership,
- Professionalism, & Ethics
- Criminal Justice System
- Policing in the Community
- Introduction to Criminal
- Law Laws of Arrest
- Search and Seizure
- Presentation of Evidence
- Investigative Report Writing
- Use of Force*
- Preliminary Investigation
- Arrest Methods/Defensive Tactics
- Crimes Against the Justice System
- Cultural Diversity/Discrimination

**Animal Control Officers that successfully pass the PC 832 Couse then receive 12 weeks of on the job training at NBAS.

NORTH BAY
ANIMAL SERVICES
COMPASSION • COMMUNITY • CONNECTION

Animal Control Officer Training Requirements

PC 832 Firearms Certification (24-Hours) 450 Rounds

This course fulfills the requirements of Section 832 of the Penal Code as mandated by the California Commission on Peace Officer Standards and Training (POST) for agencies authorizing the use of firearms.

Firearm Topics Include:

- Care and maintenance
- Function
- Safety
- Shooting positions
- Fundamentals.

**An accuracy test is required for successful course completion.

**A criminal history check is required by state law (13511.5 PC) for non-law enforcement agency personnel. Information provided upon class reservation.

**Animal Control Officer's that successfully pass the PC 832 Couse then receive 12 weeks of on the job training at NBAS.

NORTH BAY
ANIMAL SERVICES
COMPASSION • COMMUNITY • CONNECTION

Animal Shelter Staff

Animal Care Training (up to 90 days)

This on the job training fulfills the requirements of NBAS adopted training procedures. Training may take up to 90 days to fulfill all the requirements and conditions.

Topics Include:

- HR. Sexual Harassment Training
- Fire Safety
- Customer Service
- Kennel Care
- Animal Handling & Safety
- Animal Identification
- Dog and Cat Basics for Newborns
- Vaccinations and Preventive Health
- Flea, Ticks and other Parasites
- And more

UC Davis Shelter Medicine

- Guidelines for Standards of Care in Animal Shelters
    - The Association of Shelter Veterinarians

**A test is required for successful course completion.

FY2024/25 REQUESTED BUDGET INCLUDING ST. HELENA		
PARTICIPANTS	**POPULATION**	**OPS**
County of Napa	17.9%	348,331
City of American Canyon	16.5%	320,126
City of Napa	59.3%	1,152,517
Town of Yountville	2.1%	41,677
Saint Helena	4.1%	80,339
TOTAL	**100.0%**	**1,942,990**

FY2024/25 REQUESTED BUDGET		
PARTICIPANTS	**POPULATION**	**OPS**
County of Napa	18.7%	363,355
City of American Canyon	17.2%	333,934
City of Napa	61.9%	1,202,227
Town of Yountville	2.2%	43,475
TOTAL	**100.0%**	**1,942,990**

DECREASE FOR CURRENT PARTICIPANTS	**OPS**
County of Napa	(15,024)
City of American Canyon	(13,808)
City of Napa	(49,710)
Town of Yountville	(1,798)
TOTAL DECREASE	**(80,339)**

3% CONTIN.	OPS SUBTOTAL	3% CIP	TOTAL
	348,331	10,450	358,781
	320,126	9,604	329,730
	1,152,517	34,576	1,187,092
	41,677	1,250	42,928
	80,339	2,410	82,749
-	**1,942,990**	**58,290**	**2,001,280**

3% CONTIN.	OPS SUBTOTAL	3% CIP	TOTAL
	363,355	10,901	374,256
	333,934	10,018	343,952
	1,202,227	36,067	1,238,293
	43,475	1,304	44,779
-	**1,942,990**	**58,290**	**2,001,280**

CIP
(451)
(414)
(1,491)
(54)
(2,410)

ANIMAL SHELTER - OPERATIONS (50400-00)

FY25 Requested Budget

Account #	Description	FY2023/24	FY2023/24	FY2022/23/24	FY2024/25	Notes
REVENUES		**ADOPTED**	**ACTUALS**	**PROJECTION**	**PROJECTION**	
42100	Animal Licenses	73,500	40,007	73,500	73,500	-
42690	Permits/Application Fees	570	570	570	570	
43950	Other-Governmental Agencies	-			-	
44300	Forfeitures and Penalties	6,500	4,156	6,500	6,500	
45100	Interest	5,200	12,615	18,615	9,000	interest rates are decreasing
45200	Dividends / Rebates	-	59	59	-	
45305	Rent-Equipment	150	-	150	-	
46165	Humane Services	19,000	14,390	19,000	19,000	
46170	Animal Adoption Fees	87,550	52,316	87,550	87,550	based on actuals
46800	Charges for Services -Impound/Board	28,298	12,829	38,586	28,300	Impound/Board
47150	Other Grant	10,000	14,429	14,429	20,000	
47400	Insurance Settlement				-	
47500	Donations and Contributions	18,000	6,427	13,000	13,000	
48200	Transfers - In	-	-	-	-	
49900	Intrafund Transfer-In	-	-	-	55,000	4 Capital Assets (transfer in from ANS00)
	OTHER REVENUE	**248,768**	**157,799**	**271,959**	**312,420**	
		-				
46800	Charges for Services (County)	358,884	348,596	348,596	348,331	
46810	Charges for Services-Amcan	330,141	160,118	320,237	320,126	
46815	Charges for Services-Napa City	1,181,056	572,812	1,145,624	1,152,517	
46820	Charges for Service-Yountville	43,123	20,916	41,830	41,677	
46825	Charges for St. Helena	-	-	-	80,339	Adding St. Helena
	CHARGES FOR SERVICES	**1,913,204**	**1,102,442**	**1,856,287**	**1,942,990**	
	TOTAL REVENUES	**2,161,972**	**1,260,241**	**2,128,246**	**2,255,410**	

EXPENSES		ADOPTED	ACTUALS	PROJECTION	PROJECTION	Notes
51100	Salaries and Wages	766,490	399,405	766,490	782,160	based on S&B calculation, plus $4,160 for bilingual pay
51110	Extra Help	114,000	39,493	80,000	111,000	
51115	Overtime	2,500	335	1,000	1,500	
51120	Holiday Pay	625	108	625	750	
51125	Standby Pay	100	-	100	100	
51130	Vacation Pay-Out	4,800	1,259	4,800	5,671	per CEO
51135	Longevity Pay	-	-	-	-	
51200	401A Employer Contribution	5,000	2,495	5,000	7,600	based on S&B calculation
51205	Cell Phone Allowance	420	254	420	840	cell phone allowance
51300	Medicare	11,114	6,351	11,114	11,500	based on S&B calculation
51400	Employee Insurance-Premiums	174,785	73,436	174,785	156,460	based on S&B calculation
51405	Workers Compensation	72,108	54,081	72,108	81,960	
51600	Retirement	208,936	113,460	208,936	210,500	based on S&B calculation
51601	Retirement Cost Sharing	-	-	-	-	
51605	Other Post Employment Benefits	32,339	24,254	32,339	43,344	
	SALARIES AND BENEFITS	**1,393,217**	**714,931**	**1,357,717**	**1,413,385**	
52130	Information Technology Service	52,442	39,332	52,442	62,170	based on allocation
52131	ITS-Communication Services	4,000	3,000	4,000	6,432	based on allocation
52132	ITS-Records Mgmt Services	7,471	5,603	7,471	7,224	based on allocation
52145	Engineer Services	40,000	40,000	40,000	40,000	40k Cap
52150	Temporary / Contract Help	-	18,564	18,565	-	Bolt Staffing
52220	Medical/Laboratory Services	2,087	272	2,087	2,000	
52230	Veterinary Services	243,000	148,757	265,000	270,000	Humane (230k) and CalPet (135k) increase in SN
52305	Training Services	-	-	-	-	
52325	Waste Disposal Services	-	24	-	-	
52330	Hazardous Waste Disposal Serv	15,863	10,582	20,000	20,000	Koefran ($1,260/monthly) contract max 22k
52490	Other Professional Services	9,000	1,770	9,000	3,000	Wolfmother K9 expires 6/30/24 (contract max $9,500)
52500	Maint - Equipment	150	644	645	2,250	encumber $2,100 to WSD
52510	Maintenance-B&I-PW Charges	159,580	119,685	159,580	200,391	PM revised allocation, plus Engle Solar
52600	Rents and Leases - Equipment	2,400	1,209	2,400	2,400	KBA ($141/monthly)
52700	Insurance - Liability	5,516	4,137	5,516	6,172	GL rates
52800	Communications/Telephone	4,000	747	2,000	2,000	based on YTD actuals
52810	Advertising/Marketing	1,200	-	600	600	
52820	Printing & Binding	300	-	150	150	
52900	Training/Conference Expenses	2,500	600	2,500	2,500	
52905	Business Travel/Mileage	800	7	500	500	
52906	Fleet Charges	9,563	6,061	9,563	10,781	based on allocation
53100	Office Supplies	2,100	2,719	3,000	3,000	
53105	Office Supplies-Furn & Fixture	500	592	600	500	
53115	Books/Media/Periodicals/Subscr	500	250	500	250	
53120	Memberships/Certifications	250	260	1,460	1,500	annual certifications (meds)
53215	Utilities - Fire Suppression Systems	100	-	100	-	under PM allocation
53250	Fuel	-	227	227	250	
53300	Clothing and Personal Supplies	1,000	-	1,000	1,000	
53305	Household Expense	11,500	17,004	25,000.00	18,800	
53320	Safety Supplies	-	-	-	-	
53330	Janitorial Supplies	100	-	100	-	
53410	Computer Equipment	-	397	397	-	
53350	Maintenance Supplies	-	-	-	-	
53605	Animal Feed/Supplies	53,000	34,938	60,000	60,000	based on YTD actuals
53610	Veterinary Supplies	60,000	56,535	72,000	72,000	based on YTD actuals
53615	Animal Trapping Devices	500	409	500	500	
	SERVICES AND SUPPLIES	**689,422**	**514,324**	**766,903**	**796,370**	
SUBTOTAL SALARIES, BENEFITS, SERVICES, & SUPPLIES		**2,082,639**	**1,229,255**	**2,124,620**	**2,209,755**	
54315	Interest on Other Debt	4,427	-	4,427	3,608	interest
54600	Depreciation	110,000	-	110,000	110,000	
55400	Equipment	-	-	-	55,000	4 capital assets
56190	Transfers Out to Debt Service	20,030	-	20,030	19,467	debt services
56200	Indirect Cost Allocation A87 Charges	54,876	41,157	54,876	(32,420)	based on A87 from CEO
58100	Appropriation for Contingencies	57,428	-	15,447	66,012	3% of Adjusted Expenses (2,200,410)
	OTHER EXPENSES	**246,761**	**41,157**	**204,780**	**221,667**	

FY2023/24 ADOPTED BUDGET

PARTICIPANTS	POPULATION	OPS	0% CONTIN.	OPS SUBTOTAL	3% CIP	TOTAL
County of Napa	18.8%	348,596	-	348,596	10,458	**359,054**
City of American Canyon	17.3%	320,237	-	320,237	9,607	**329,844**
City of Napa	61.7%	1,145,624	-	1,145,624	34,369	**1,179,993**
Town of Yountville	2.3%	41,830	-	41,830	1,255	**43,085**
TOTAL	**100%**	**1,856,287**	**-**	**1,856,287**	**55,689**	**1,911,976**

FY2024/25 REQUESTED BUDGET

PARTICIPANTS	POPULATION	OPS	3% CONTIN.	OPS SUBTOTAL	3% CIP	TOTAL
County of Napa	17.9%	348,331		348,331	10,450	**358,781**
City of American Canyon	16.5%	320,126		320,126	9,604	**329,730**
City of Napa	59.3%	1,152,517		1,152,517	34,576	**1,187,092**
Town of Yountville	2.1%	41,677		41,677	1,250	**42,928**
Saint Helena	4.1%	80,339		80,339	2,410	**82,749**
TOTAL	**100%**	**1,942,990**	**-**	**1,942,990**	**58,290**	**2,001,280**

FY2023/24 ADOPTED vs. FY2024/25 REQUESTED

PARTICIPANTS	23/24	24/25	DIFFERENCE	
COUNTY				
Operations	348,596	348,331	(265)	0%
Contingency	-	-	-	0%
CIP	10,458	10,450	(8)	0%
TOTAL	**359,054**	**358,781**	**(273)**	**0%**
AMERICAN CANYON				
Operations	320,237	320,126	(111)	0%
Contingency	-	-	-	0%
CIP	9,607	9,604	(3)	0%
TOTAL	**329,844**	**329,730**	**(114)**	**0%**
NAPA				
Operations	1,145,624	1,152,517	6,893	1%
Contingency	-	-	-	0%
CIP	34,369	34,576	207	1%
TOTAL	**1,179,993**	**1,187,092**	**7,099**	**1%**
YOUNTVILLE				
Operations	41,830	80,339	38,509	92%
Contingency	-	-	-	0%
CIP	1,255	2,410	1,155	92%
TOTAL	**43,085**	**82,749**	**39,664**	**92%**
GRAND TOTAL	**1,911,976**	**1,958,352**	**46,376**	**2%**

Possible Credit	
17,478	County of Napa
16,056	Ame Canyon
57,439	City of Napa
2,097	Town of Yountville
93,070	

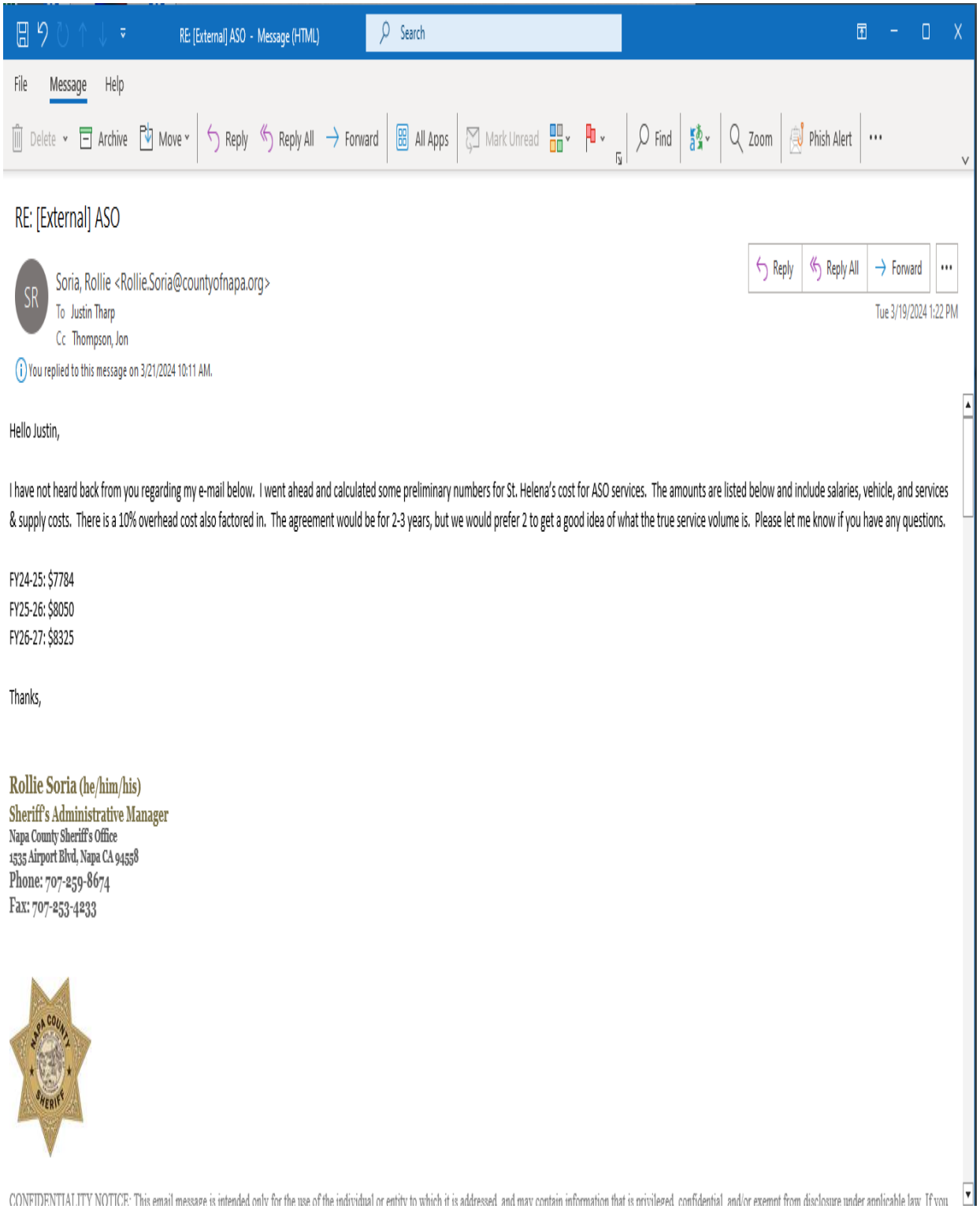
CONTRIBUTION FOR FY24 - INCLUDED DISCOUNT

	3% discout	OPS contribution	3% CIP Contributi	Total
County of Napa	10,781	348,596	10,458	359,054
City of American Canyo	9,904	320,237	9,607	329,844
City of Napa	35,432	1,145,624	34,369	1,179,993
Town of Yountville	1,294	41,830	1,255	43,085
TOTAL	57,411	**1,856,287**	**55,689**	**1,911,975**

	TOTAL EXPENSES	2,329,400	1,270,412	2,329,400	2,431,422	
	(LESS) DEPRECIATION	(110,000)	-	(110,000)	(110,000)	
	(LESS) CONTINGENCY	(57,428)	-	(15,447)	(66,012)	
	ADJUSTED EXPENSES	2,161,972	1,270,412	2,203,953	2,255,410	
	ADJUSTED EXPENSES	2,161,972	1,270,412	2,203,953	2,255,410	
	(LESS) NON-PARTICIPANT GENERATED REVENUE	(248,768)	(157,799)	(271,959)	(312,420)	
	ADJUSTED EXPENSES TO ALLOCATE	1,913,204	1,112,614	1,931,994	1,942,990	
	BEGINNING FUND BALANCE	572,447	551,692	551,692	475,985	beginning balance projection
	NET SURPLUS/DEFICIT	-	(10,172)	(75,707)	-	
	ENDING FUND BALANCE	572,447	541,520	475,985	475,985	
	Ending vs Beginning					

Year End Projection FY24/25	
Daily Operating Budget	6,661.43
60-Day Operating Budget	399,685.81
Excess Fund Balance	76,299.37

Year End Projection FY23/24	
Daily Operating Budget	6,381.92
60-Day Operating Budget	382,915.09
Excess Fund Balance	93,070.09



RE: [External] ASO - Message (HTML)

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RE: [External] ASO

Reply Reply All Forward

SR

Soria, Rollie <Rollie.Soria@countyofnapa.org>
To Justin Tharp
Cc Thompson, Jon

Tue 3/19/2024 1:22 PM

You replied to this message on 3/21/2024 10:11 AM.

Hello Justin,

I have not heard back from you regarding my e-mail below. I went ahead and calculated some preliminary numbers for St. Helena's cost for ASO services. The amounts are listed below and include salaries, vehicle, and services & supply costs. There is a 10% overhead cost also factored in. The agreement would be for 2-3 years, but we would prefer 2 to get a good idea of what the true service volume is. Please let me know if you have any questions.

FY24-25: $7784
FY25-26: $8050
FY26-27: $8325

Thanks,

Rollie Soria (he/him/his)
Sheriff's Administrative Manager
Napa County Sheriff's Office
1535 Airport Blvd, Napa CA 94558
Phone: 707-259-8674
Fax: 707-253-4233

CONFIDENTIALITY NOTICE: This email message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and/or exempt from disclosure under applicable law. If you

Fees	Amount	Measure
Dog care and housing	$60	per day
Cat care and housing	$40	per day
Dangerous or vicious dog quarantine	$100	per day
Dog with nursing puppies	$100	per day
Cat with kittens	$60	per day
Dog intake (assume custody, care, and outcome)	$500	
Cat intake (assume custody, care, and outcome	$500	
Dog spay	$300/ $350 (over 65 lbs)	
Dog neuter	$225/$275 (over 65 lbs)	
Cat spay	$155	
Cat neuter	$80	
Dog vaccines (required for dogs upon intake)	$25	
Cat vaccines (required for cats upon intake	$25	
Small animals housing	$10	per day
Animal transport	$1.50	per mile
Emergency vet care to stabilize sick or injured animal	Cost of care up to $4,000 + $50/hour for staff time	
Dog licensing fee	collected from individual residents	
Euthanasia	$250	

CITY OF ST. HELENA

RESOLUTION NO. 2024-____

RESOLUTION AUTHORIZING (1) THE CITY MANAGER TO ENTER INTO AN WITH WE CARE RESCUE FOR ANIMAL AND ADOPTION SERVICES FOR THE CITY OF ST. HELENA; AND (2) AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO MINOR NON-SUBSTANTIVE AMENDMENTS

RECITALS

A. Currently the City of St. Helena lacks shelter and adoption services for found, or surrendered animals; and

B. We Care Animal Rescue is dedicated to the humane, lawful treatment of animals; and

C. The city should outsource all animal medical, shelter and adoption services to We Care Animal Rescue; and

D. The estimated cost for these services is approximately $8,000 per fiscal year; and

E. These funds are already allocated within the Police Departments annual operation budget; and

F. The City and We Care Animal Rescue desire to execute an Agreement for animal medical, shelter, and adoption services.

RESOLUTION

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

1. Authorize the City Manager to enter into an Agreement with We Care Animal Rescue for animal medical, shelter and adoption services within the City of St. Helena; and
2. Authorize the City Manager to execute the Agreement in the form enclosed in the staff materials included with this Resolution, subject to non-substantive amendments that may arise during the implementation of the Agreement.

Approved at a Regular Meeting of the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Dohring _____
Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Summer: _____
Councilmember Kenealy: ____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

ANIMAL CONTROL SERVICES AND SHELTERING AGREEMENT
BETWEEN THE CITY OF ST. HELENA
AND WE CARE ANIMAL RESCUE

THIS AGREEMENT is made and effective as of _____, 2024 ("Effective Date"), between the City of St. Helena, a municipal corporation ("City") and We Care Animal Rescue, a California nonprofit corporation ("Contractor"). City and Contractor are sometimes individually referred to as "party" and collectively as "parties."

RECITALS

A. The City desires Contractor to provide certain animal control services for the purpose of safeguarding the health and safety of the population of the City of St. Helena and the health and safety of its domestic animals, and for the purpose of promoting the humane treatment of animals and the stimulation of public support for enforcement of City ordinances relating to animal control.

B. Contractor has the ability to provide such services.

C. City desires to retain Contractor to perform the services as provided herein and Contractor desires to provide such services as set forth in the Agreement.

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

1. TERM. The term of this Agreement shall commence on the Effective Date, and shall remain in effect until _____, unless sooner terminated pursuant to the provisions of this Agreement (the "Initial Term"). The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed four (4) additional twelve (12) month renewal terms (each, a "Renewal Term") by giving written notice to Contractor not less than thirty (30) days before the expiration of this Agreement, such notice to be exercised by the City Manager. The Initial Term together with any Renewal Term are hereinafter referred to as the "Term."

2. SERVICES. Contractor shall perform the services and tasks described in **Exhibit A**, attached hereto and incorporated herein by reference.

3. PERFORMANCE. Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. COMPENSATION AND PAYMENT.

a. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees and costs set forth in **Exhibit B**, attached hereto and incorporated herein by reference. Unless additional payment is approved as provided in this Agreement, compensation paid to the Contractor during the term of this Agreement shall not exceed the estimated amount of $_____ per year, except that Contractor may retain licensing

and impound fees collected on behalf of the City for services provided pursuant to this Agreement.

b. Method of Payment. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

c. Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in Exhibit A and Exhibit B, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall cease all work under this Agreement at the end of the ten (10) day notice period, unless the notice provides for a later date. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 4.

6. DEFAULT OF CONTRACTOR.

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. DEFAULT OF CITY. If the Contractor determines that the City is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the City with written notice of the default. The City shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the City fails to cure its default within such period of time, the Contractor shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS.

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor’s services or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys’ fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of City. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. Contractor’s indemnification obligation shall survive any expiration or termination of this Agreement.

10. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property,

which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

(2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

(1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) The City, its officials, officers, employees and agents are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned,

leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, officers, employees, or agents.

(2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees and agents. Any insurance or self-insured maintained by the City, its officials, officers, employees or agents shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees or agents.

(4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

11. INDEPENDENT CONTRACTOR.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the

Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES. The Contractor shall keep itself informed of all local, State and Federal laws, statutes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, statutes and regulations. The City, and its officials, officers, employees, agents and volunteers shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. REPORTS AND RECORDS. Contractor shall prepare quarterly reports to the City which shall provide the following information: (i) animal shelter operations (as it pertains to the Agreement), including the number of stray animals impounded and their disposition; (ii) the number, dates, and types of dog licenses issued; (iii) the number of animals processed through Contractor, including the type of impoundment, the length of stay, and the outcome of impounded animals; (iv) the number of veterinary services provided to impounded pets; and (v) the number and type of veterinary services provided to community pets.

14. RELEASE OF INFORMATION.

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered voluntary provided Contractor gives City notice of such court order or subpoena.

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

15. NOTICES. Any notices given under this Agreement shall be in writing and shall be served either: (i) by hand delivery; (ii) by U.S. mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) by transmittal over an electronic transmitting device (with confirmation of receipt), such as facsimile or email, provided that a complete copy of any notice so transmitted shall also be mailed by U.S. mail. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in U.S. mail, postage prepaid. From time to time the parties may designate a new address for purposes of notice hereunder by notice to the other parties hereto in the manner provided above. Initial notice addresses are as follows:

To City:	City of St. Helena ATTN: 1088 College Avenue St. Helena, CA 94574 Email:
To Contractor:	We Care Animal Rescue ATTN: Executive Director 1345 Charter Oak Avenue St. Helena, CA 94574 Email: shelter@wecareanimalrescue.org

16. ASSIGNMENT. Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and the Contractor.

17. INTERPRETATION; DRAFTING. This Agreement shall be construed equally as against the parties hereto and shall not be construed against the party responsible for its drafting. All prior drafts of this Agreement shall be disregarded in construing the intent of any provision contained herein or therein, and such prior drafts shall be inadmissible in any proceeding at which any such provision is to be interpreted.

18. LICENSES, PERMITS, ETC. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses, permits, qualifications, and approvals of whatever nature that are required of it by law for the performance of the services described in this Agreement.

19. HEADINGS. The headings of the articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

20. GOVERNING LAW; VENUE. This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of Napa, California.

21. NO THIRD-PARTY BENEFICIARIES. The covenants contained herein are made solely for the benefit of the parties hereto and successors and assigns of such parties as specified herein and shall not be construed as having been intended to benefit any third party which is not a party to this Agreement.

22. MODIFICATION. This Agreement may be amended, modified or rescinded only by a writing signed by all parties to this Agreement or by their duly authorized agents.

23. SEVERABILITY. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses,

paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

24. NO WAIVER. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Either party's consent or approval of any act by the other party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

25. PROHIBITED INTEREST. No officer, or employee of the City of St. Helena shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during its tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of St. Helena has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

26. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. The attached Exhibits A and B are incorporated herein.

27. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
ANIMAL CONTROL SERVICES AND SHELTERING AGREEMENT
BETWEEN THE CITY OF ST. HELENA AND WE CARE ANIMAL RESCUE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY:

City of St. Helena, a municipal corporation

_____
Anil Comelo, City Manager

Approved As to Form:

_____
Ethan Walsh, City Attorney

CONTRACTOR:

We Care Animal Rescue, California nonprofit corporation

By:_____
Name:
Title:

EXHIBIT A

Scope of Services

Contractor shall provide animal sheltering services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, the County of Napa, and the City as further specified by this Agreement. The services to be performed by Contractor pursuant to the terms and conditions of this Agreement shall consist of the services enumerated below:

1. Animal Sheltering. Contractor shall provide the City with animal shelter services consistent with public shelter functions to receive and care for all dogs, cats and other domestic animals seized or impounded by animal control officers or delivered by members of the public, and provide humane disposition of animals, if warranted. More specifically, Contractor shall maintain the animal shelter at 1345 Charter Oak Avenue, St. Helena, California (the "Shelter"), which shall be open for public service and operation during reasonable days and hours of operation similar to other such facilities within the County of Napa ("County"), and which shall comply with the standards described by the laws of the State of California, and the ordinances of the County and the City. Subject to the written consent of the City, and all applicable laws and regulations, Contractor may provide animal shelter services at pre-approved foster homes. Such animal shelter services shall include:

(a) Feed, care for, and the disposition of all animals coming into the possession of Contractor using safe and humane methods in accordance with the State of California laws and the ordinances of the County and the City. Such services shall include humane treatment of all animals, including provision of adequate food, water, and shelter in accordance with nationally-accepted shelter care standards defined by the Association of Shelter Veterinarians Guidelines (ASV Guidelines 2023).

(b) The housing and care of stray domestic animals for the legal hold period according to the laws of the State of California, and the ordinances of the County and the City.

(c) The housing and care for domestic animals under rabies quarantine for the legal hold period according to the laws of the State of California and the ordinances of the County and the City.

(d) Providing lost and found opportunities for the public for domestic animals brought to the Shelter.

2. Dog licensing.

(a) Issuing or causing to be issued new and renewed licenses to dog license applicants within the City.

(b) Contractor shall collect all license fees on behalf of the City, issue receipts for all such fees collected and keep copies thereof. Contractor shall be entitled to retain any license fees collected on behalf of the City.

3. Veterinary Services. Contractor (through its contracted, licensed veterinarian) shall provide on-call routine and preventative veterinary care for impounded animals, including animal exams, vaccinations, preventative flea and tick medications, treatment and minor procedures, and spay and neuter services. Limited emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the City determines necessary.

4. Impound. Impound animals caught at large and collect all impound fees assessed on behalf of the City; accept stray animals brought in by private citizens. Contractor shall be entitled to retain any impound fees collected on behalf of the City.

5. Quarantine. Quarantine as prescribed by law all animals suspected to be rabid.

6. Records. Maintain and keep timely, complete and accurate records of the receipt and disposition of all animals delivered into its custody. Contractor will file a report with the law enforcement provider within twenty-four (24) hours if an impounded animal is missing or suspected to have been stolen. Contractor shall indicate on the police report the circumstances of the animal's disappearance and make available to the City the designated report or file number.

7. Personnel, Supplies and Equipment. Contractor shall provide all personnel, supplies, and equipment necessary for the efficient and effective operation of the Shelter and animal control services and programs provided for herein, including, but not limited to, clerical staff, license tags and forms, and notices.

EXHIBIT B

Payment Schedule

Fees	Amount	Measure
Dog care and housing	$60	per day
Cat care and housing	$40	per day
Dangerous or vicious dog quarantine	$100	per day
Dog with nursing puppies	$100	per day
Cat with kittens	$60	per day
Dog intake (assume custody, care, and outcome)	$500	
Cat intake (assume custody, care, and outcome	$500	
Dog spay	$300/ $350 (over 65 lbs)	
Dog neuter	$225/$275 (over 65 lbs)	
Cat spay	$155	
Cat neuter	$80	
Dog vaccines (required for dogs upon intake)	$25	
Cat vaccines (required for cats upon intake	$25	
Small animals housing	$10	per day
Animal transport	$1.50	per mile
Emergency vet care to stabilize sick or injured animal	Cost of care up to $4,000 + $50/hour for staff time	
Dog licensing fee	collected from individual residents	
Euthanasia	$250	

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 14, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Authorization for a purchase of MicroC Processing Chemicals for the Micro Bioreactor (MBR) facility testing for a not to exceed cost $72,950.00.
RECOMMENDED ACTION:	Authorization to purchase process chemicals MicroC for the MBR Facility.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To purchase processing chemicals needed for testing at the MBR Facility at the wastewater treatment plant.
FINANCIAL IMPACT:	Processing chemicals are included in the approved FY 24 budget. No additional funds are requested with this purchase.

BACKGROUND:

The Membrane Bioreactor system (MBR) for wastewater treatment is nearing completion. MBR is a process which combines a microfiltration or ultrafiltration membrane unit with a suspended growth bioreactor and is now widely used in both municipal and industrial Wastewater Treatment Plants (WWTPs). MBRs are an increasingly popular wastewater treatment system that offer a range of advantages over conventional activated sludge systems for wastewater treatment. the City's MBR Plant has been under construction but has incurred delays on the schedule. Staff is anticipated to start testing components of the system beginning in June of 2024 and hopefully project completion will be soon thereafter.

DISCUSSION:

A critical component of the facility and process testing needs a specific processing chemical called MicroC. This chemical is a glycerin-based product that is widely used in denitrification, enhanced biological phosphorus removal and biochemical oxygen demand applications. It is a proprietary chemical that can only be purchased through distributors or directly from the manufacturer.

According to the purchasing policy, staff purchasing limits are exhausted at $25,000 therefore staff is requesting Council authorization to purchase up to $72,950 of MicroC processing chemicals for the testing and for the initial MBR Facility processing. Attachment A is the quoted invoice for the first shipment, and one more is potentially needed prior to the end of the Fiscal Year.

Staff is recommending authorization to purchase the chemicals in order to proceed to the testing phase of the MBR Facility.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

Resolution MicroC Chemicals v1
Saint Helena MicroC 2000

CITY OF ST. HELENA

RESOLUTION NO. 2024-

AUTHORIZATION FOR A PURCHASE OF MICRO-C PROCESSING CHEMICALS FROM ENVIRONMENTAL OPERATING SOLUTIONS INC. FOR THE MEMBRANE BIOREACTOR (MBR) FACILITY TESTING FOR A NOT TO EXCEED COST $72,950.00

RECITALS

A. The Membrane Bioreactor system (MBR) for wastewater treatment is nearing completion. Staff is anticipated to start testing components of the system beginning in June 2024 and hopefully project completion will be soon thereafter.
B. A critical component of the facility and process testing needs a specific processing chemical called MicroC. This chemical is a glycerin-based product that is widely used in denitrification, enhanced biological phosphorus removal and biochemical oxygen demand applications.
C. It is a proprietary chemical that can only be purchased through distributors or directly from the manufacturer.
D. According to City purchasing policy, staff purchasing limits are exhausted at $25,000 therefore staff is requesting Council authorization to allow the MBR construction to proceed to the testing phase.

RESOLUTION

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

1. Authorizes staff to purchase up to $72,950 of MicroC processing chemicals from Environmental Operating Solutions Inc. for the testing and for the initial MBR facility processing.

Approved at a Regular Meeting if the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Environmental Operating Solutions, Inc.
53 Portside Drive
Pocasset, MA 02559
Phone: (508)-743-8440
Toll Free: (866)-MicroC-1
www.MicroC.com

EOSi Representative: Jay Cronin
jay.cronin@microc.com
970-214-5386

EOSi Empowering Clean Water®

Customer Quote

Quote Date: 5/1/2024

Valid Through: 7/3/2024

Customer Info:
Chace Clock
St Helena WWTP
1 Chaix, LN
Saint Helena, CA 94574

Ship To:
Chace Clock
St Helena WWTP
1 Chaix, LN
Saint Helena, CA 94574

Product					
Product	**Packaging**	**Units**	**Total Gallons**	**Price/Gallon**	**Total Price**
MicroC 2000	Bulk	1	4,500	$ 3.55	$ 15,975.00
MicroC 2000	Bulk	1	3,000	$ 3.94	$ 11,820.00
MicroC 2000	Bulk	1	1,000	$ 5.90	$ 5,900.00

Sales Tax not included

1. Payment Terms: Net 30 days
2. Product Terms: DAP Ship To destination - Incoterms 2020
3. Equipment Terms [if applicable]: --
4. Orders: Minimum 10 business days order lead time
5. Orders: Order lead time < 5 business days may be subject to rush fees
6. Deliveries: 2 free hours of unloading time. Longer unloading time may be subject to additional fees
7. Deliveries: Weekend and holiday deliveries may be subject to additional fees

FORM: COST ANALYSIS MASTER DOCUMENT, Rev. 2024 A

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 14, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval of a resolution authorizing the City Manager to execute a contract with Kimley-Horn, Inc. for Civil Engineering Services to provide engineering documentation and bid specifications to assist with completion of the Capital Improvement Program (CIP) Project W25-01 Napa Intertie Water Pipeline Replacement for a not-to-exceed cost of $446,200.
RECOMMENDED ACTION:	Approval of the Professional Services Agreement with Kimley-Horn
PREVIOUS COUNCIL ACTION:	CIP Project W25-01 was approved in May 2023 as part of the 5-Year Capital Improvement Program.
STATEMENT OF THE PURPOSE:	To approve a professional services agreement for CIP Project W25-01 Napa Intertie Water Pipeline Replacement project.
FINANCIAL IMPACT:	The financial impact is $446,200. CIP Project W25-01 has an approved budget of $5.7 million which includes: design, construction management, construction contract, and contingency.

BACKGROUND:

The City of St. Helena (City) provides water to its customers using a combination of three different sources: Bell Canyon Reservoir, Stonebridge Wells, and water purchased from the City of Napa (Napa). During the 5-year period between 2013 and 2017, the purchased water from Napa accounted for approximately 35 percent of the City's average day demand and 20 percent of the maximum day demand.

The water purchased from Napa enters the City's water distribution system through a single intertie connection located southeast of the City. A pump station boosts the water pressure and sends it northwest along St. Helena Highway (CA-128/29) through a single 12-inch diameter pipeline, where it eventually connects into the water distribution system near St. Helena High School.

The Integrated Utility Master Plan (https://www.cityofsthelena.org/DocumentCenter/View/185/2021-04-Integrated-Utility-Master-Plan-PDF) prepared by Carollo Engineers in April 2021 included the need to replace 17,300 linear feet of 12-inch pipeline from the City's Rutherford Pump Station to

the south and the intersection of State Route 128/29 and Charter Oak Avenue to the north.

The plan identified the Napa Intertie pipeline to have the maximum possible risk score and recommended it as the highest priority replacement. Constructed in 1947, the pipe has a history of leaks, which could be precursors to a more significant failure. Additionally, the pipe carries approximately a third of the systems average daily demand and has no redundancy. Should this pipe experience a major failure beyond the minor breaks the City has seen in recent history, the City would be a serious risk of running out of water for its residential, commercial, and institutional customers. This pipeline poses a substantial risk to the City's water system, and Carollo recommended replacing the pipeline in the near term.

The proposed project will be based upon the topographic survey obtained for the Napa Vine Trail project and located within existing public road right-of-way and existing dedicated easements. In May 2023, the City Council adopted the 5-year Capital Improvement Program which included project W25-01 Napa Intertie Pipeline Replacement.

DISCUSSION:
Kimley-Horn is the engineering company of record that is contracted with the County of Napa to construct the Napa Valley Vine Trail Project. They were selected because of their knowledge of the project area including survey and engineering work related to the Vine Trail project which runs directly above the project area and for their expertise in developing similar water transmission main projects.

This project requires coordination between the City and the Vine trail project, as timing is of critical importance. The Rutherford pipeline disturbs the ground below the Vine Trail pathway, therefore it makes sense to complete the utility work prior to construction of the paved pathway.

Scope of services include the following:

1. Project Management: Kimley-Horn will conduct internal project management and administration procedures to schedule deliverables and provide monthly accounting.
2. Preparation of Construction Documents: Including full design, as well as bid ready documents.
3. Coordination: The pipeline replacement project design will be coordinated with Napa Valley Vine Trail project between Yountville and St. Helena, which is currently under design by Kimley-Horn for the County of Napa.

CIP Project W25-01 has a total project budget of $5.7 million dollars as shown in Table 1.

Table 1 - W25-01 Budget

Item	Amount Adopted
Design	$435,000
Construction Management	$440,000
Construction Contract	$4,250,000
Contingency	$590,000
TOTAL	**$5,715,000**

Because additional funding of $11,200 is needed to complete the design, staff is requesting funds be transferred from the construction management budget to the design budget as noted in Table 2.

Table 2 - Recommended W25-01 Budget

Item	Adopted Budget	Recommended Budget
Design	$435,000	$446,200
Construction Management	$440,000	$428,800
Construction Contract	$4,250,000	$1,394,000
Contingency	$590,000	$590,000
TOTAL	**$5,715,000**	**$5,715,000**

Staff recommends approval of this professional services agreement as proposed.

ENVIRONMENTAL REVIEW:
The project is exempt from CEQA requirements based on California Public Resources Code Section 21080.23.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution Kimley Horn Napa Intertie v1
20240514 PSA Kimley Horn Rutherford Water Rehab

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KIMLEY-HORN, INC FOR CIVIL ENGINEERING SERVICES TO ASSIST WITH COMPLETION OF THE CAPITAL IMPROVEMENT PROGRAM PROJECT W25-01 NAPA INTERTIE WATER PIPELINE REPLACEMENT FOR A NOT-TO-EXCEED COST OF $446,200.

RECITALS

A. The City of St. Helena provides water to its customers from three sources, including water purchased from the City of Napa; and

B. Between 2013 and 2017 the purchased water from the City of Napa accounted for approximately 35 percent of the City's average day demand and 20 percent of the maximum day demand; and

C. The water purchased from the City of Napa enters the City's water distribution system through a single intertie connection located southeast of the City, and the Rutherford Pump Station boosts the water pressure northwest along St. Helena Highway through a single 12" diameter pipeline where it eventually connects into the water distribution system; and

D. The Integrated Utililty Master Plan prepared by Carollo Engineers in April 2021 included the need to replace 17,300 linear feet of 12" pipeline from the City's Rutherford Pump Station to the south, and from the intersection of State Route 29 and Charter Oak Avenue to the north; and

E. The current pipeline, constructed in 1947, has a history of leaks and the City runs a serious risk of a major failure, which could lead to a lack of water for its residential, commercial, and institutional customers; and

F. Carollo Engineers recommended replacing the pipeline in the near future to prevent a possible major failure; and

G. The City Council previously adopted the 5-Year Capital Improvement Program which included project W25-01 Napa Intertie Pipeline Replacement; and

H. The proposed project requires coordination between the City and the Napa Valley Vine Trail Project as the Vine Trail project runs directly above the project area; and

I. Kimley-Horn is the engineering company of record that is contracted with the County of Napa to construct the Napa Valley Vine Trail Project; and

J. Kimley-Horn has the ability to provide services related to project management, preparation of construction documents, and coordination between the pipeline replacement project and the Napa Valley Vine Trail Project.

RESOLUTION

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Approves a Professional Services Agreement with Kimley-Horn for services related to construction management, preparation of construction documents, and coordination with the Napa Valley Vine Trail project, for CIP Project W25-01 for $446,200, and authorizes the City Manager to execute the agreement.
3. Authorize a budget transfer from the W25-01 project budget of $11,200 from Construction Management to Design to cover the cost of the contract.

Approved at a Regular Meeting if the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT

NAPA INTERTIE PIPELINE REPLACEMENT

This Agreement is made and entered into as of May 14, 2024 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Kimley-Horn and Associates, Inc. a Corporation with its principal place of business at 2121 S. El Camino Real, Suite 550, San Mateo, CA 94403 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Napa Intertie Pipeline Replacement (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A"

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $446,200. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **Term.**

The term of this Agreement shall be from May 14, 2024 to **April 30, 2026** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within the mutually agreed upon schedule. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in

excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses,

liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that

affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be

entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall inform the City when it receives the Notice of completion who it assigns as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of St. Helena	Kimley-Horn Inc.
1088 College Avenue	2121 S. El Camino Real
St. Helena, CA 94574	Suite 550 San Mateo, CA 94403
Attn: Joseph Leach	

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF ST. HELENA AND KIMLEY-HORN INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ST. HELENA

By: _____
Anil Comelo
City Manager

KIMLEY-HORN, INC.

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A

Scope of Services & Schedule of Charges/Payments

Kimley»Horn

April 24, 2024

Joseph Leach
Public Works Director and City Engineer
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Proposed Scope and Fee for Professional Services for Napa Intertie Pipeline Replacement

Dear Mr. Leach:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this proposed scope and fee to the City of St. Helena (“”City” and “Client”) for providing Civil Engineering Services for the Napa Intertie Pipeline Replacement.

Project Understanding

The proposed project includes the replacement of 17,300 linear feet of 12-inch pipeline, referred to by the City of St. Helena Capital Improvement Program as project W25-01 Napa Intertie Pipeline Replacement. The project is bound by the Rutherford Pump Station (near Vine Trail “A” LINE STA 321+40) to the south and the intersection of State Route 29 and Charter Oak Avenue to the north (near Vine Trail “B” LINE STA 121+20). The proposed project will be based upon the topographic survey obtained for the Napa Vine Trail project and located within existing public road right-of-way and existing dedicated easements. It is understood that the project is exempt from CEQA requirements based on California Public Resources Code Section 21080.23.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 PROJECT MANAGEMENT & ADMINISTRATION

Kimley-Horn will conduct internal project management and administration procedures to schedule deliverables and provide monthly accounting. This task includes the preparation for, and conducting, one project kickoff meeting with the City. Bi-weekly progress meetings are assumed for the six month design duration of the project; Kimley-Horn staff will prepare meeting agendas and minutes as part of this task.

TASK 2 CONSTRUCTION DOCUMENTS

Kimley-Horn will prepare one set of construction documents for the project described in the project understanding. The documents defined in the sub-tasks below will be presented to the client for review and coordination at the 30%, 60%, 90% and 100% design levels. We assume that for each submittal, the City will provide us with one set of consolidated agency review comments.

The pipeline replacement project design will be coordinated with Napa Valley Vine Trail project between Yountville and St. Helena, which is currently under design by Kimley-Horn for the County of Napa. We assume that the pipeline replacement project plans will be provided to the County for review at each stage of the design, and that they will provide comments for incorporation.

Task 2.1 30% Construction Documents

Kimley-Horn team will develop a concept geometric alignment for the waterline and identify locations for potential trenchless installation. This task will include the following:

- Review of existing utilities (underground and overhead) through readily available record documents and visual observations during the site walk. These constraints to the proposed pipeline alignment or construction of the pipeline will be identified on the conceptual plans for coordination with the City prior to conducting the 60% design documents.
- Review of Caltrans right-of-way limits for Highway 29 to determine limits for the encroachment.
- This tasks includes up to two site visits by the project design team.
- This task will include the preparation of one phasing exhibit based upon information provided by the Client. The phasing exhibit will include estimated project timelines. One round of consolidated revisions from the Client will be incorporated for the 60% plans. Comments and responses will be tracked in a comment response matrix that will be maintained and updated throughout the project.

This task excludes project specifications, which will be developed at the 60% design level.

Our scope assumes that the Caltrans right-of-way will be completely resolved as part of the Vine Trail project and will be provided to our team along with complete topographic survey. If it is determined through the 30% design process that additional topographic survey, utility potholing, or right-of-way resolution work is required, this task includes a budget allocation of $50,000 for additional data gathering and survey work through sub-consultant services. The scope and fee will be reviewed and approved by the Client prior to the sub-consultant authorization.

Quantities and OPCC

Kimley-Horn will prepare an Engineers Opinion of Probable Construction Cost (OPCC) at the 30% conceptual design phase for client review. Cost information shall be based upon readily available information for similar projects.

Basis of Design Document

Kimley-Horn will prepare a Basis of Design document to summarize the preliminary layout and the proposed pipe material for the preferred alignment. This document will include a summary of finding from record drawing research and field visits.

Task 2.1 Deliverables:

Deliverables:

- One (1) electronic copy (PDF Format) of the Basis of Design Document
- One (1) electronic copy (PDF Format) of preferred alignment concept layout

- AutoCAD file of the preferred alignment
- One (1) electronic copy (PDF Format) of the phasing exhibit

Task 2.2 60% and 90% Construction Documents

Kimley-Horn team will develop construction plans, specifications, and OPCC at the 60% and 90% design stages in this task.

The construction plans will include the following:

- Title Sheet– indicating project location and team data
- General Notes Sheet– client, governing agency, and engineer's general notes to the contractor
- Horizontal Control and Key Map Sheet– establishing the benchmark and survey controls for the project
- Plan and Profile Sheets for underground replacement improvements (1"=40') Based upon project limits it is assumed 20 sheets are required.
- Water system interconnection details, including up to twelve (12) distribution service connections and eighteen (18) service connections.
- Driveway crossing plans for trenchless construction
- Details for improvements will consist of City and Caltrans standard details. These may include but not limited to: sawcut, trench patch, curb and gutter replacement details, trench details for pipes, water system reconnections, and pavement rehab.

Specifications

Technical specifications for the proposed facilities will be prepared based on Caltrans format. This task includes the preparation of technical special provisions with assumed typical modifications to Caltrans standard specifications, and including the inclusion of any City-specific technical specifications. We assume that the City will provide a front end for the special provisions that will require minor modifications, such as project name, work description, bid list, etc. Our scope does not include significant changes to the City's front end specifications.

City Review

Plans will be processed through the City for review. Kimley-Horn will respond to a consolidated set of review comments provided by the City. Comments and responses will be tracked in a comment response matrix.

Task 2.2 Deliverables:

- Construction Plans 24"x36" sheet size (PDF and AutoCAD)
- Specifications (Word and PDF)
- OPCC (PDF)

Task 2.3 100% Construction Documents

Kimley-Horn will address one set of consolidated agency review comments received on the 90% plans to prepare final construction documents. Final signed plans will be routed to the City for signature and preparation of a consolidated package for bid issuance.

Task 2.3 Deliverables:

- One (1) electronic copy of Final Signed Plans
- One (1) full-size reproducible and Two (2) sets of Final Plans, and pdf format
- One (1) hard copy of Specifications and pdf format
- One (1) copy of Final Specifications on a CD or other media for each Pipeline Package

Task 3 Caltrans Encroachment Permit

Kimley-Horn will prepare the permit application to the California Department of Transportation District Office (Caltrans) for the proposed work within Highway-29 right-of-way and submit on behalf of the City. This task includes the preparation of one plan set for the portion of work within Caltrans right-of-way based upon the documents prepared in Task 2. In addition to sheets included in Task 2 this task will add the following:

- Title Sheet – specific to Caltrans encroachment permit and required agency notes.
- Traffic Handling Plan (two sheets) – indicating phases of construction, signage, and temporary traffic control for Highway 29. Plans assume construction phasing to be determined by the contractor.

This task includes up to forty hours of total staff time for coordination of the submittal package and meeting with Caltrans staff pertaining to permits. All permit application fees are to be paid directly by the City.

Task 3 Deliverables:

- Caltrans plan set (PDF and AutoCAD)
- Caltrans permit application

Task 4 – Bid Phase Services

Kimley-Horn will attend the pre-bid meeting and respond to questions concerning the plans, specifications, and estimates prepared in Task 2. Should a bid addendum be required we assume a maximum of forty (40) hours of effort. We will review construction bids provided by the Client and make a recommendation to the Client for award of the construction contract.

Task 4 Deliverables:

- Prepare a construction document addendum, if required, for distribution by the Client.
- Prepare answers to bidder's questions for distribution by the Client on a weekly basis during bid phase
- Conform Plans for construction (PDF)

Task 5 – Design Services During Construction

Kimley-Horn will assist the Client during construction, as requested. Construction is assumed to occur over a six-month duration and a maximum of two hundred sixty (260) hours will be required of this effort. Services we can provide include the following:

Visits to Site and Observation of Construction Kimley-Horn will provide on-site construction observation visits during the construction phase. This task includes one site construction kickoff meeting and two site visits during the course of construction. Kimley-Horn will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Client. Based upon the length of project this task includes up to twenty (20) contractor requests for information.

Change Orders. Kimley-Horn may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Based upon the scope of project this task includes up to twenty-four (24) contractor material submittal reviews.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Disagreements between Client and Contractor. Kimley-Horn will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to Client, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity

performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

Task 6 – Project Closeout

Kimley-Horn will assist the Client at the completion of construction, as requested. Kimley-Horn will prepare project record drawings based upon Contractor provided redlines. Kimley-Horn will conduct one punch walk during project closeout to visually observe final project conditions. A closeout survey is specifically excluded from this task and is understood to be the responsibility of the Contractor. A maximum of sixty (60) hours will be required of this effort.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Hydraulic analysis of the proposed water system
- Survey beyond the specific limits noted in the project understanding
- Geotechnical investigation beyond the allowance noted in Task 2.1
- Public Outreach including virtual meetings
- Preparation of easement documentation
- CEQA Permitting including revisions or amendments
- Wetland permitting if applicable
- Construction Staking
- Erosion Control Plans and SWPPP report; based upon project size it is understood the Construction General Permit is not applicable.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Readily available record drawings and reports
- Access to project appurtenances such as vaults and meters

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 6 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	**Project Management & Administration**	$ 43,700
Task 2	**Construction Documents**	$264,600
Task 3	**Caltrans Encroachment Permit**	$ 23,600
Task 4	**Bid Phase Services**	$ 9,200
Task 5	**Design Services During Construction**	$ 47,300
Task 6	**Project Closeout**	$ 5,800
Total Labor Fee		**$394,200**
Task 2.1	Additional Survey & Potholing (if required)	$50,000
Reimbursable Direct Expenses		$ 2,000
Contract Total		**$446,200**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Kimley-Horn will not utilize Task 2.1 Additional Survey & Potholing budget without written approval from the Client.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

To proceed with the services, please have an authorized person provide a Client executed contract with reference to this scope and fee document. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: John Pulliam
Senior Project Manager
P.E. No. C68897

By: Tyler Whaley
Project Manager
P.E. No. C74848

City of St. Helena

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____
_____

Attachment – Request for Information
Attachment – Standard Provisions

Kimley»Horn

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner	

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

From: Jeff Farmer
To: Public Comment
Subject: [External] Consent Items 10.4, 10.5, 10.10
Date: Friday, May 10, 2024 8:30:30 AM

Honorable Mayor and Council Members:

I am gratified to see that these consent items address the potable water loss problem and give us tools to more accurately measure water loss.

More needs to be done to replace potable with recycled water and find new sources of water for St. Helena. We need to find customers for recycled water, re-explore connecting to the PUC water system, increase the efficiency of Bell Canyon reservoir and find more users of water from the Lower Reservoir. At a County level we need to examine the benefits of new or different system interties and regional cooperation with other water agencies.

These consent items are a good step in that direction.

Jeff Farmer
1533 Tainter
St. Helena

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 14, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval of a resolution authorizing the purchase of an Asphalt Crack Sealer for $73,365 from Cimline Inc. for improved long term pavement management.
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to purchase equipment that will prolong the life of the pavement.
FINANCIAL IMPACT:	The total financial impact of the purchase is $73,365, which is available in the adopted FY24 Streets Operations budget.

BACKGROUND:

Over the last two years, and for the next several years, the City is investing several millions of dollars in the repaving of streets throughout the City. As with most things, a maintained street will last longer than one that is not maintained, and an asphalt crack sealer is an investment into the longevity of the newly repaved road network. Crack sealing is the process of placing an adhesive sealant into cracks on the pavement surface, preventing the infiltration of moisture and non-compressible materials into the pavement and its subgrade.

DISCUSSION:

Staff has the technical capability of performing this service but has in the past either chosen to contract for this service or not to it at all due to cost. By having the right tools for the job, this service can be provided in house, with minimal additional charge, other than for supplies, for a long-term benefit to pavement lifecycle.

Staff has identified Cimline Inc. as a Sourcewell-compliant vendor that can provide a 150 Gallon Crack Sealing Unit Trailer Meter for a total cost including delivery and taxes of $73,365. Sourcewell is a cooperative purchasing program that manages the solicitation requirements and offers members easy access to an established network of awarded contracts. It combines the buying power of more than 50,000 government, education, and nonprofit organizations to save agencies time and money. The City's purchasing policies allow for purchasing from Sourcewell-compliant vendors in lieu of competitive bidding.

While the FY 24 budget did not include this as a budgeted expenditure, cost savings in other line items allows for this purchase. The following will be transferred to: 101-5015-36-30 - Capital Equipment for the purchase:

- $32,000 from 101-50-15-21-22
- $15,000 from 101-50-15-21-45
- $26,365 from 101-50-15-23-12

The total cost, including delivery and taxes is $73,365 and can be applied towards the Maintenance of Effort expenditures as required by Measure T.

Staff recommends authorizing the capital purchase of the asphalt crack sealer as presented.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

20240514 Asphalt Crack sealer
M1 DH St Helena Sourcewell Quote With Pricing 12-8-2023 (1)
Cimline M1 2022 150 Gallon Crack Sealer Trailer Melter Applicator Specification[9]
M1 A Specifications Brochure

CITY OF ST. HELENA

RESOLUTION NO.

APPROVAL OF A RESOLUTION AUTHORIZING THE PURCHASE OF AN ASPHALT CRACK SEALER FOR $73.365.00 FROM CIMLINE INC.

RECITALS

A. **WHEREAS**, Over the last two years and for the next several the City is investing several millions of dollars in the repaving of streets throughout the city.
B. **WHEREAS**, a maintained street will last longer than one that is not maintained and an asphalt crack sealer is an investment into the longevity of our newly repaved road network.
C. **WHEREAS,** Crack sealing is the process of placing an adhesive sealant into cracks on the pavement surface, preventing the infiltration of moisture and non-compressible materials into the pavement.
D. **WHEREAS** Sourcewell is a cooperative purchasing program that manages the solicitation requirements and offers members easy access to an established network of awarded contracts and the City's purchasing policies allow for purchasing from Sourcewell compliant vendors in lieu of competitive bidding.
E. **WHEREAS,** Staff has identified Cimline Inc. as a Sourcewell compliant vendor that can provide a 150 Gallon Crack Sealing Unit Trailer Meter for a total cost including delivery and taxes of $73,365.00.

RESOLUTION

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

1. Authorize ethe purchase of an Asphalt Crack Sealer for $73.365.00 from Cimline Inc.
2. Authorizes the City Manager to execute any necessary purchasing agreements.

Approved at a Regular Meeting of the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

Council Member Patrick Keneley _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Cimline, Inc.
Innovation in Preservation
2601 Niagara Lane
Minneapolis, MN 55447
Phone (800) 328-3874 Fax (866) 557-1971

Sourcewell Quotation

DATE: 3/13/2024
QUOTE # M1 DH
Salesman: Dan Horner

QUOTE TO:

Name: **Carlos Uribe**
AGENCY: City of St. Helena
MEMBER #: 20109
ADDRESS: 1088 Collage Ave
CITY: St Helena
STATE/ ZIP: Califoria 94574
PHONE:

Sourcewell Awarded Contract
Contract #080521-CME

ITEM	DESCRIPTION	PART NO.	QTY	LIST PRICE	DISC. 1	DISC. 2	EXT. PRICE
	150 Gallon, Diesel, heated Hose, 2022 M-Series Update	311-001-902	1	$ 70,875.00	10%		$ 63,787.50
	Pintle Hitch M-Series	409128	1	$ 385.00	100%		$ -
	Engine Cover, 2022 M-Series Update	311-229-902	1	$ 2,890.00	10%		$ 2,601.00
Options							
	29" Hitch Extension M-Series	409125		$ 1,260.00	10%		
	LED Arrow Board, M1 and M2, 2022 M-Series Update	311-215-902		$ 3,750.00	10%		
	10 lb. Fire Extinguisher	409115		$ 650.00	10%		
	Operator Horn Communication from Wand, All	407983		$ 800.00	10%		
	Spare Parts Kit, On Board Mounted, M-Series	408356		$ 1,825.00	10%		

SUBTOTAL	$ 66,388.50
Surcharge %	
Surcharge amount	$ -
TAX RATE	
SALES TAX	5,477.01
FREIGHT	1,500.00
TOTAL	$ 73,365.51

Cimline Sourcewell Contract #080521-CME

Delivery 30 to 45 days ARO
Price FOB Plymouth, Mn

This Quotation Is Valid for 30 Days from Issue

Manager Signature

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH A QUOTE.

Cimline™

Cimline M1™
Detailed Specification

150 Gallon Crack Sealing Unit
Trailer Melter/Applicator

Revision Date: 03/2022

1.0		Purpose:	Yes	No
	1.1	The crack sealing unit (melter/applicator) must be able to safely melt, agitate, circulate and apply all grades of asphalt rubber sealants, specification joint sealants, jet fuel resistant sealants and fiber modified asphalt sealants. The machine must be capable of starting at ambient temperature and bringing material to pouring temperature in less than one hour. The unit must have continuous sealant agitation and back-to-tank recirculation via heated hose to eliminate temperature stratification of sealant being applied. Complete operation manual, parts lists, and training video must be furnished with the unit. A factory-trained representative will be available for initial startup and training.		
	1.2	The equipment being bid must be new, current year production and meet the needs of this specification without modification. The model must be currently advertised, have been in production for a min. of two years and have a working volume of not less than called for in this specification. Hybrid, one-off or prototype equipment is unacceptable.		
	1.3	These specifications are not intended to be restrictive, but are meant to describe the kind and size of unit desired to be purchased in detail. If bidder is basing the proposal on equipment other than what is specified in these bid documents and wishes the equipment to be considered as an "approved equal" they shall submit on a separate sheet, an item by item description of that which is proposed. The bidder's specifications must be complete and of sufficient detail to cover all items included in this bid specification and in a manner that allows a direct comparison. Any item not covered will be deemed as not meeting specifications. Such bidder shall also include, but not as a substitute for the above, any manufacturer's literature. In addition, if the bidder takes exception to any item they shall note this and describe in detail the exception and how the proposal is an "approved equal". Failure to carry out the provisions noted herein may be deemed sufficient reason to reject the bidder's proposal. Check yes if demonstration has been performed prior to bid letting.		

2.0		Basic Machine Requirements:	Yes	No
	2.1	Double jacketed boiler type material tank design.		
	2.2	Trailer mounted and rated for highway class use.		
	2.3	Diesel powered and diesel heated.		
	2.4	Electric heated sealing hose equipped only.		
	2.5	Minimum working capacity of 150 gallons.		
	2.6	Single insulated loading door on curb side of machine.		
	2.7	LED sealed lighting including stop/turn and clearance lights.		

3.0		Melting System Minimum Requirements:	Yes	No
	3.1	The material tank must be of double boiler design and have a minimum working volume of 150 gallons. Working volume can be described as the maximum usable amount of sealant that can be contained in the material tank at one time and pumped out of the hose.		
	3.2	The material and oil tanks must be constructed of no less than 7 gauge (.179") steel. The oil tank must hold a maximum of 25 gallons of heat transfer oil (HTO) at ambient temperature. The oil reservoir will be surrounded by a 7 gauge (.179") air reservoir that will be filled with hot burner gases heating both the bottom and sides of the oil tank for best heat transfer.		
	3.3	Tank must be insulated on top, sides and bottom with a min. 1.5" ceramic or FBX insulation.		
	3.4	Full sweep vertical direct driven reversible agitator design. Agitator shaft must include auger flighting for best mixing.		
	3.5	Minimum 15 x 26 inch, insulated/angled loading door will be curbside and of "splash-free" design.		
	3.6	For safety, material loading height will be no more than 50 inches for proper lifting ergonomics.		
	3.7	For safety, unit must include a vented HTO expansion tank. Sealed expansion tanks will be considered a fatal deviation.		
	3.8	Diesel burner maximum of 250,000 BTU for best fuel efficiency and fastest heat-up.		
	3.9	Minimum of two 5 inch wand recirculation ports are required, located as one facing the rear of the machine and one facing the front of the machine. Both recirculation ports shall have chain and locking pins attached to safely secure the wand in the recirculation port while the unit is operating.		
	3.10	The material tank will have a minimum capacity of 150 US gallons.		

4.0		Trailer Minimum Requirements:	Yes	No
	4.1	The melting unit will be trailer mounted and capable of being towed at safe highway speeds when fully loaded. The frame shall include minimum flat horizontal surface steel fenders to facilitate handling and loading of material blocks. All lighting will be LED.		
	4.2	The frame is to be constructed of minimum 6"x 2"x 3/16" gusseted steel tube for safety and strength.		
	4.3	A 2-1/2" towing ring that is adjustable in height from 15" to 30" high will be provided.		
	4.4	Minimum 12 gauge flat horizontal surface steel fenders to facilitate handling and loading of material blocks.		
	4.5	A swing-away weight appropriate adjustable screw jack must be provided.		
	4.6	To insure towing mobility in both forward and reverse directions, the melter shall have a single torsion axle system and be rated at a GAWR (Gross Axle Weight Rating) of 7000 lbs		
	4.7	Electric brakes, emergency breakaway switch, radial tires, and two 3/8" x 4 foot long safety chains with slip hooks will be included.		
	4.8	Oval LED stop, tail, and turn lights will be included. Clearance lighting will also be LED. A lighted license plate bracket will be attached to the fender.		
	4.9	The lighting harness will be woven loom with weather proof connectors at all lights. The trailer harness shall use a junction box at the front to allow easy changeover to different types of towing vehicle plugs. A seven (7) pin flat RV round plug will be included.		

5.0		Pumping and Delivery System Minimum Requirements:	Yes	No
	5.1	A positive displacement pump will provide material flow for sealing and recirculation. The material pump and all related plumbing must be contained within a heated chamber. External oil jacketed pumps are not acceptable. The acceptable method of re-circulation of material will be accomplished by captured heated hose and wand back-to-tank recirculation method. Submerged pumping systems are unacceptable due to their reduction of sealant working volume, their inability to recirculate sealant and their excessive maintenance down time.		
	5.2	The pump shall be direct coupled, driven hydraulically and run in either direction to permit cleaning of plumbing system.		
	5.3	A minimum 20 gpm is required output. Pump speed will be variable.		
	5.4	A maximum of 25 rpm's is allowed to achieve maximum pump output to provide long pump life.		
	5.5	When sealing wand trigger is released, sealant pump must immediately cease rotation. Sealant flow shall only be available while the wand trigger electrical mecanism(s) are activated calling the pump to provide positive pressure to the hose and wand for material application.		
	5.6	Sealing hose will be electrically heated. For safety, only floating ground design systems will be acceptable. Due to weight, length and flexibility considerations, Oil or DC heated hoses will not be considered. The hose will be a minimum of 3/4" inner diameter (ID) and no less than 20 feet long.		
	5.7	Hose boom(s) will be located at the rear center of the heating chamber. Boom height must be high enough as to allow a 6' 2" operator to walk under without risk of personal injury. The boom must be supported by heavy duty collar and oilite type maintenance free bushing.		
	5.8	The wand will utilize a ball valve attached at the end of the wand to eliminate dripping when valve is shut off. Rubber tips are not an acceptable substitution. Should the wand be accidently dropped, all flow, pump rotation, and line pressure must cease.		
	5.9	A 2.5" swivel disk will be included.		

6.0		Temperature and Flow Control Minimum Requirements:	Yes	No
	6.1	For sealant placement temperature quality, the material temperature will be measured at the inboard side of the sealant pump and before the placement hose. The digital control system must be able to operate in manual or automatic mode. Sealant flow will be digitally controlled.		
	6.2	The display must have adjustable digital controllers with readout for material, heat transfer oil and heated hose temperatures. Control must have intervals no greater than 1 degree F and continuously monitor thermocouples. Controllers must be stowed in a water tight operators box on rear curbside of machine.		
	6.3	The control panel will contain (3) LED status indicators for pump, agitator and hose. When all three indicators are green, operator can begin to work.		
	6.4	Digital controllers must display an error code and shut burner down should a thermocouple failure occur.		
	6.5	The control system must be able to operate in manual or automatic mode. When in "Auto", the system will control agitation and pump start up by temperature automatically. Control is to be placed on outer control box with operator selection for Run / Clean Out / Cool Down / Off		
	6.6	Pump forward/reverse and agitator forward/reverse will be electrically controlled from rotary switch on the control station door panel without having to open the weather proof box. A clear cover will allow viewing of status LED's and digital temperature readout without opening box.		
	6.7	A single hydraulic manifold system shall be provided with cartridge valves, which permit maintenance without hose removal. Pressure relief valves included for protection of motors. Nine (9) preset positions shall be available to adjust sealant flow.		

6.8	Additional amber status LED indicators shall provide burner and hose heating status on the control panel.		
6.9	Additional analog gauges shall be included for agitator and material pump pressure and backup heat transfer oil temperature.		

7.0		Engine, Burner and Hydraulics Minimum Requirements:	Yes	No
	7.1	The unit will be equipped with a diesel engine with spin-on type oil and fuel filters. It will be joined to the frame with rubber engine mounts to prevent vibration transfer. The management system will be located near the engine for ease of operation and maintenance. A self-igniting diesel fired burner will be included.		
	7.2	The unit will be equipped with a 3 cylinder direct injected, 19hp, Tier 4 Final, diesel engine. The engine will have spin-on type oil and fuel filters.		
	7.3	The engine will be protected by a digital engine management system including integrated hour meter and also burner failure indicator lamp.		
	7.4	Auto shutdown protection will be provided for alternator, oil pressure and coolant temperature.		
	7.5	The exhaust will exit through a noise reduced cowl muffler.		
	7.6	The unit will include a minimum 33 gallon diesel fuel tank. The tank will incorporate a fuel fill cap with integrated fuel gauge. For safety, hose type sight gauges are strictly forbidden.		
	7.7	The system will include separate dual spin-on type fuel filters with ball valve shut offs to simplify filter replacement and supply fuel to the burner and engine. Filters will be located near the fuel tank for ease of maintenance.		
	7.8	The hydraulic system shall have a minimum 33 gallon reservoir, shall be equipped with a suction strainer and a return filter and a sight level with integrated temperature gauge.		
	7.9	One 12 volt 250,000 BTU diesel burner will fire into a ceramic blanket lined combustion chamber. The burner will have a self-contained electronic spark igniter and proof of flame protection. To minimize downtime the burner must be self-priming and be equipped with a fuel pressure gauge.		

8.0		Paint and Safety Decals Minimum Requirements:	Yes	No
	8.1	The unit shall be painted using safety green and black accents. It will be equipped with required safety decals and signage.		

9.0		Warranty Minimum Requirements:	Yes	No
	9.1	The manufacturer shall warranty the equipment for a period of one year. Engine must be covered for major components for a period of 2 years or 2000 hours. Bidder warranty policy must be included with bid submittal.		

10.0		Included Options: (if box is "X" items must be included)	Yes	No
		Insulated noise reducing locking engine cover.		
		Agitator stop (stops agitator when loading door opens).		
		Single strobe, mounted on mast.		
		LED directional arrow stick, mounted with controller.		

	Tool box, mounted.		
	10 lb. fire extinguisher, mounted with bracket.		
	Operator horn, audible communication system.		
	Spare tire, mounted on frame.		
	Light weight aluminum sealing wand, 4' with heated hose in lieu of standard wand and heated hose.		

11.0		Machine Upgrades: (if box is "X" items must be included)	Yes	No
		As an upgrade a mounted stand alone air compressor with independant engine and dual trailer axles is available for the M1, the unit shall be a diesel powered 80CFM air compressor with 150PSI available at the Enforcer Cold Air Lance tip. The option will include 50ft of 1/2" air line, Enforcer Cold Air Lance, hose and lance mount, and the trailer will have an additional 3500 lb. axle added to the frame for a total GAWR of 7000 lbs.		

12.0		Air Compressor Heat Lance Upgrade: (if box is "X" item must be included)	Yes	No
		Integrated heat lance upgrade: As an upgrade to the skid mount air compressor, the unit shall include an integrated heat lance package including the following: 50ft of 1/2" air line and 1/4" gas line. A heat lance with regulator and a rack for a 40 lb. propane bottle.		

INNOVATION
IN PRESERVATION

M1

150 Gallon Crack Sealer Trailer Melter/Applicator

M-Series = Simple, Safe and Sustainable

The M-Series melter applicator includes a fully automated control panel, low-profile design for safe material loading, a diesel fired tank heating system and an engine that comes standard with lower emissions, lower fuel consumption, and quieter operation for high efficiency, high production and ease of use that continues to make Cimline the crack sealing leader.

SPECIFICATIONS

Cimline M1 **M1 A DH #311-001-902**

Sealant Material Tank and Melting System	
Sealant Tank Size	Working capacity 150 gallons
Sealant Control System	Adjustable digital electronic controllers for material tank, heat transfer oil and heated hose temperatures. Stowed in a weather tight operators box on curbside of machine.
Sealant Control Operations	Fully manual or automatic modes; “Auto” controls: Run / Clean Out / Cool Down / Off functions.
Sealant Control Indicators	Control panel has LED status indicators for sealant material, heart transfer oil, and heated hose temperatures “ready” as well as burner and heated hose generator “activated”.
Sealant Pump Control	Pump forward/reverse and agitator can be electrically controlled by rotary switch on the front of the control panel.
Sealant Tank Design	Double jacketed boiler type, 7 gauge (.179”) steel.
Sealant Tank Heating Oil	25 gallons of heat transfer oil (HTO) at ambient temperature.
Sealant Tank Construction	Tank and oil reservoir is surrounded by a 7 gauge (.179”) protective outer skin.
Sealant Tank Burner	Dedicated diesel fired 250,000 BTU burner, ceramic blanket lined combustion chamber, self-contained electronic spark igniter and proof of flame protection, self-priming pump and fuel pressure gauge.
Sealant Tank Loading	15 x 26 inch, splash-free, insulated/angled loading door on curbside with 50 inch loading height.
Sealant Tank Insulation	Insulated on top, sides and bottom with 1.5” ceramic or FBX insulation.
Sealant Tank Agitation	Full sweep, direct driven, reversible, agitator shaft includes auger flighting.
Sealant Delivery Systems	
Sealant Tank Pump:	20 GPM, 25 RPM (max) variable speed, positive displacement, direct coupled, hydraulic driven reversible pump in an external heated chamber.
Sealant Pump Control	9 position adjustable digital hydraulic sealant flow controller.
Sealant Application Hose	Electrically heated floating ground design 3/4 inch inner diameter (ID), 20 feet long.
Sealant Hose Boom	Rear center mounted, 80 inch high, heavy duty collar and Oilite type maintenance free bushing.
Sealant Application Wand	Included 6063 structural aluminum construction with ball valve at end and 2.5” swivel disk.
Sealant Hose Controls	Hose includes a “dead-man” style activation switch that releases immediately should the wand be dropped.
Sealant Tank Recirculation	Back-to-tank recirculation via heated hose to eliminate temperature stratification of sealant. Two minimum 5” wand recirculation ports, located as one facing the rear of the machine and one facing the front of the machine.

(Continued on Page 2)

800-328-3874
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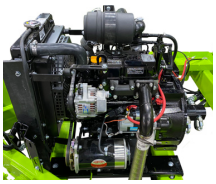

Engine and Hydraulic Systems	
Machine Engine	3 cylinder direct injected 19hp Isuzu Tier IV final diesel engine with spin-on type oil filter.
Engine Management System	Self contained digital engine management system with key switch, hour meter, burner failure indicator and auto shut down/indicator for alternator, oil and coolant faults.
Diesel Fuel Supply	33 gallon diesel fuel tank with cap integrated fuel gauge and separate dual spin on fuel filters and ball valve shut off for burners and engine fuel.
Hydraulic Fluid Supply	33 gallon reservoir with suction strainer, return filter and sight level with integrated temperature gauge.
Hydraulic Control	Manifold system with cartridge valves, pressure relief valves, nine (9) positions digital flow adjustment and motor pressure gauges.
Hydraulic Control	Electric rotary switch for pump forward/reverse, agitator forward/reverse switch on the control box door panels
Trailer Unit	
Trailer Frame	6 inch 8.2 lb. gusseted channel iron and steel tube construction.
Trailer Lighting	LED sealed lighting including stop/turn, clearance and lighted license plate bracket.
Trailer Towing	2-1/2 inch pintle towing ring, 15 to 30 inch adjustment up and down.
Trailer Fenders	12 gauge flat horizontal surface steel.
Trailer Jack	Swing-away 5000 lb. adjustable screw jack.
Trailer Axles	Single torsion axle system rated at 7000 lbs. (GAWR) total.
Trailer Safety	Electric brakes, emergency breakaway switch, radial tires, and two 3/8" x 4 foot safety chains with slip hooks.
Trailer Wiring	Woven loom, weather proof connectors at all lights, junction box for easy changeover to different types of tow plugs. Seven (7) pin flat RV round plug is standard.
Trailer and M-Series Unit Paint	Cimline safety green with black accents.
Warranty	
Trailer and Unit Warranty	Trailer and melter unit equipment is one (1) year or 1000 hours of use. Isuzu engine for 2 years or 2000 hours.

Options			
311-215-902	LED Flashing Arrow Board, M1/M2	405585	Agitator Stop (stops material agitation at door open)
407455	Single Strobe Light Assembly, All	311-229-902	Insulated Noise Reducing Locking Engine Enclosure
407231	Dual Strobe Light Assembly, All	407983	Operator Horn Communication from Wand,
404925	Work Light Boom Mounted	303-004-000	Light Weight Wand Assembly (No-Valve)
409115	10 lb. Fire Extinguisher	309-010-902	Heated Wand Assembly, M Series
408356	Spare Parts Kit, On Board Mounted M-Series	409146	Gravity Material Draw Off Option, M1/M2
403527	Tool Box, All	ABP	All Black Paint Option
311-225-902	M1 Spare Tire and Frame Mount	SPC	Special Paint Color Option

Due to continuous improvement, specifications are subject to change without notice.

Lean more at cimline.com
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Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 14, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Approving a revision to the recommended alignment of a section of the Vine Trail to include a bike boulevard along Railroad Avenue between Adams Street and Fulton Lane.
RECOMMENDED ACTION:	Approve Resolution of the City Council of the City of St. Helena approving a revision to the recommended the Vine Trail alignment Through the City of St. Helena.
PREVIOUS COUNCIL ACTION:	Original Vine Trail route options were presented to Council on March 22, 2022. Council expressed support for the route including Mitchell Drive, Oak Avenue, Adams Street and parcels owned by the Napa Valley Wine Train.
STATEMENT OF THE PURPOSE:	Consider and approve a revision to the recommended alignment of the Vine Trail route to include a bike boulevard along Railroad Avenue between Adams Street and Fulton Lane.
FINANCIAL IMPACT:	No Change. The City reaffirms its commitment of $900k in match funding for the St. Helena-to-Yountville segment of the Vine Trail.

BACKGROUND:

On March 22, 2022 the Council considered several possible Vine Trail routes through the City of St. Helena. Council expressed support for the route that utilized Mitchell Drive, Oak Avenue, Adams Street and a portion of the Napa Valley Wine Train (NVWT) property connecting Adams Street to Pratt Avenue. Since this approval, the Napa Valley Vine Trail Coalition (NVVTC) has sought right-of-way easements from private landowners along this route. At the time of Council approval, NVWT had been open to providing easements on their land for the Vine Trail segment between Adams Street and Pratt Avenue. In 2023, NVWT initiated development of their parcel located at Fulton Lane and can no longer host the Vine Trail at this location. This makes part of the recommended Vine Trail segment between Adams Street and Pratt Avenue non-viable.

DISCUSSION:

NVWT is still willing to provide an easement on their property between Fulton Lane and Pratt Avenue. The Napa Valley Vine Trail Coalition (NVVTC) proposes to realign the Vine Trail onto Railroad Avenue between Adams Street and Fulton Lane and then northeast on Fulton Lane to reconnect to the original route along the Wine Train property to Pratt Avenue. This change would turn Railroad Avenue into a Bike Boulevard allowing bicyclists and motorists to share the travel lanes. Traffic calming

measures would be added to promote safety for all users. City staff have reviewed this proposal and find it to be viable.

On April 3, 2024, the St. Helena Active Transportation & Sustainability Committee received a presentation from Mr. Charles McMinn, NVVTC's Founder and Board President, regarding the need for the alignment change. The presentation included preliminary details for proposed traffic calming measures to achieve a reduction in vehicle speed and volume in order to comply with the recommendations for a bike boulevard. After a discussion regarding proposed measures, a motion was made by Member Zimmerman to approve the proposed Class 3 Bike Boulevard on Railroad Avenue from Adams Street to Fulton Lane, with the condition to explore a separated bike facility option through the Downtown Specific Plan process in the future. Member Smith seconded the motion, and it was unanimously approved.

ENVIRONMENTAL REVIEW:
Approval of the revisions to the recommended route is not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

1.Resolution.Accepting the Vine Trail Realignment Through the City of St. Helena.2024 v1
2.ST Helena.Vine Trail Realignment.20240429

CITY OF ST. HELENA

RESOLUTION NO. 2024-

**Resolution of the City Council of the City of St. Helena
Approving a Revision to the Vine Trail Alignment
Through the City of St. Helena.**

WHEREAS, On March 22, 2022, the Council considered several possible Vine Trail routes through the City of St. Helena; and

WHEREAS, Council expressed support for the route that utilized Mitchell Drive, Oak Avenue, Adams Steet and a portion of the Napa Valley Wine Train properties; and

WHEREAS, Council affirmed its commitment of $900,000 in match funding for the St. Helena-to-Yountville segment of the Vine Trail; and

WHEREAS, in 2023, Napa Valley Wine Train initiated development of their parcel located at Fulton Lane and could no longer host the Vine Trail at this location; and

WHEREAS, the Napa Valley Vine Trail Coalition (NVVTC) proposed to realign the Wine Trail onto Railroad Avenue between Adams Street and Fulton Lane and then northeast on Fulton Lane to reconnect to the original route along the Napa Valley Wine Train property to Pratt Avenue; and

WHEREAS, on April 3, 2024, the St. Helena Active Transportation & Sustainability Committee received a presentation and unanimously voted to approve the proposed Class 3 Bike Boulevard along Railroad Avenue from Adams Street to Fulton Lane, with the condition to explore a separated bike facility option through the Downtown Specific Plan process in the future; and

WHEREAS, City Staff have reviewed this proposed realignment and find it a viable alternative to the original route.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Council approves the recommended realignment of the Vine Trail route onto Railroad Avenue and Fulton Lane as proposed in the staff materials enclosed with this resolution.

SECTION 3. The City Council re-affirms its commitment to $900,000 in match funding to the St. Helena-to-Yountville segment of the Vine Trail.

Approved at a Regular Meeting of the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

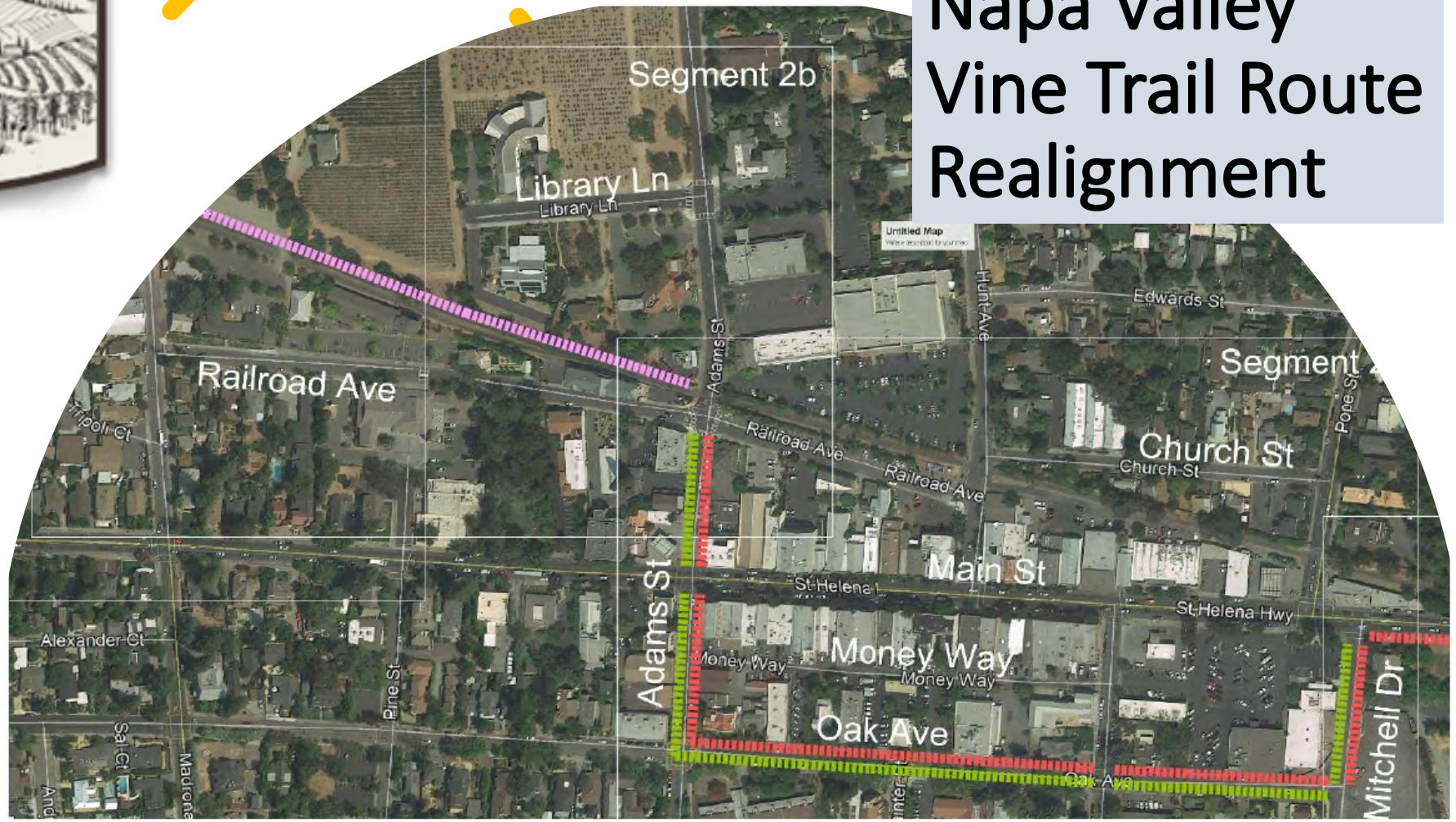
APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

ST. HELENA
CALIFORNIA

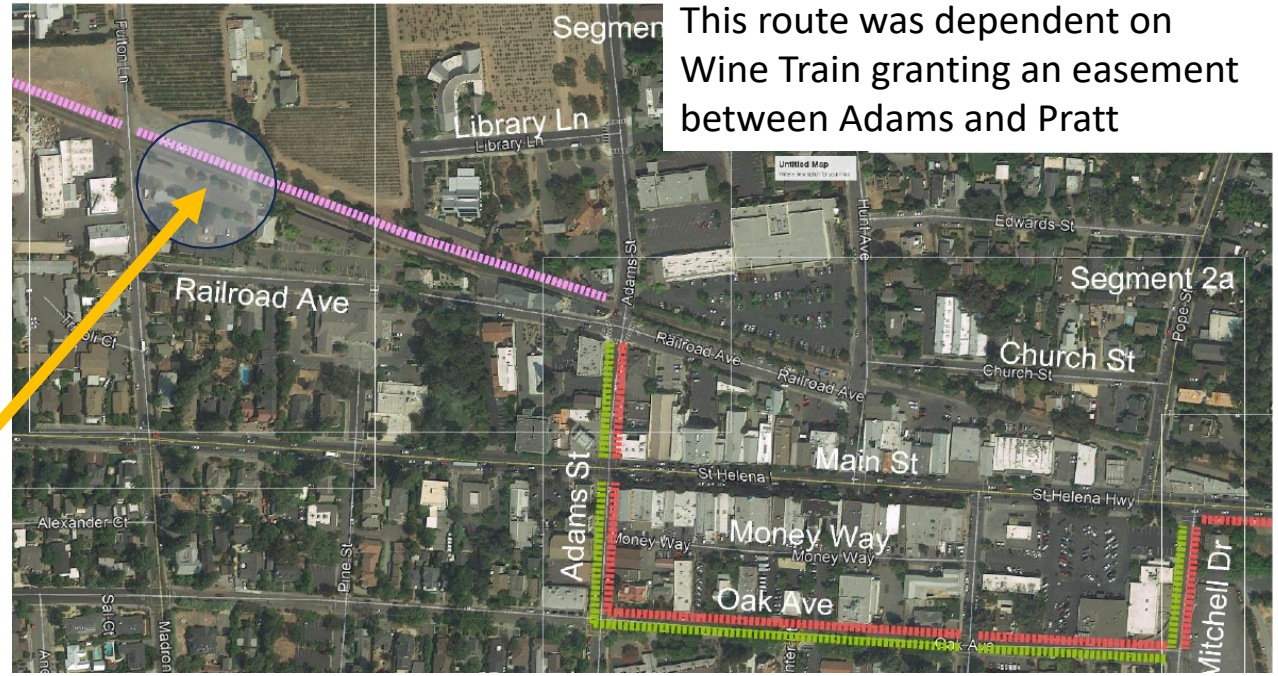
Napa Valley Vine Trail Route Realignment



Original Route

- **Proposed Class I Trail**
  - Class I Shared-Use Path
  - Adams Street to Pratt Avenue along the Wine Trail property

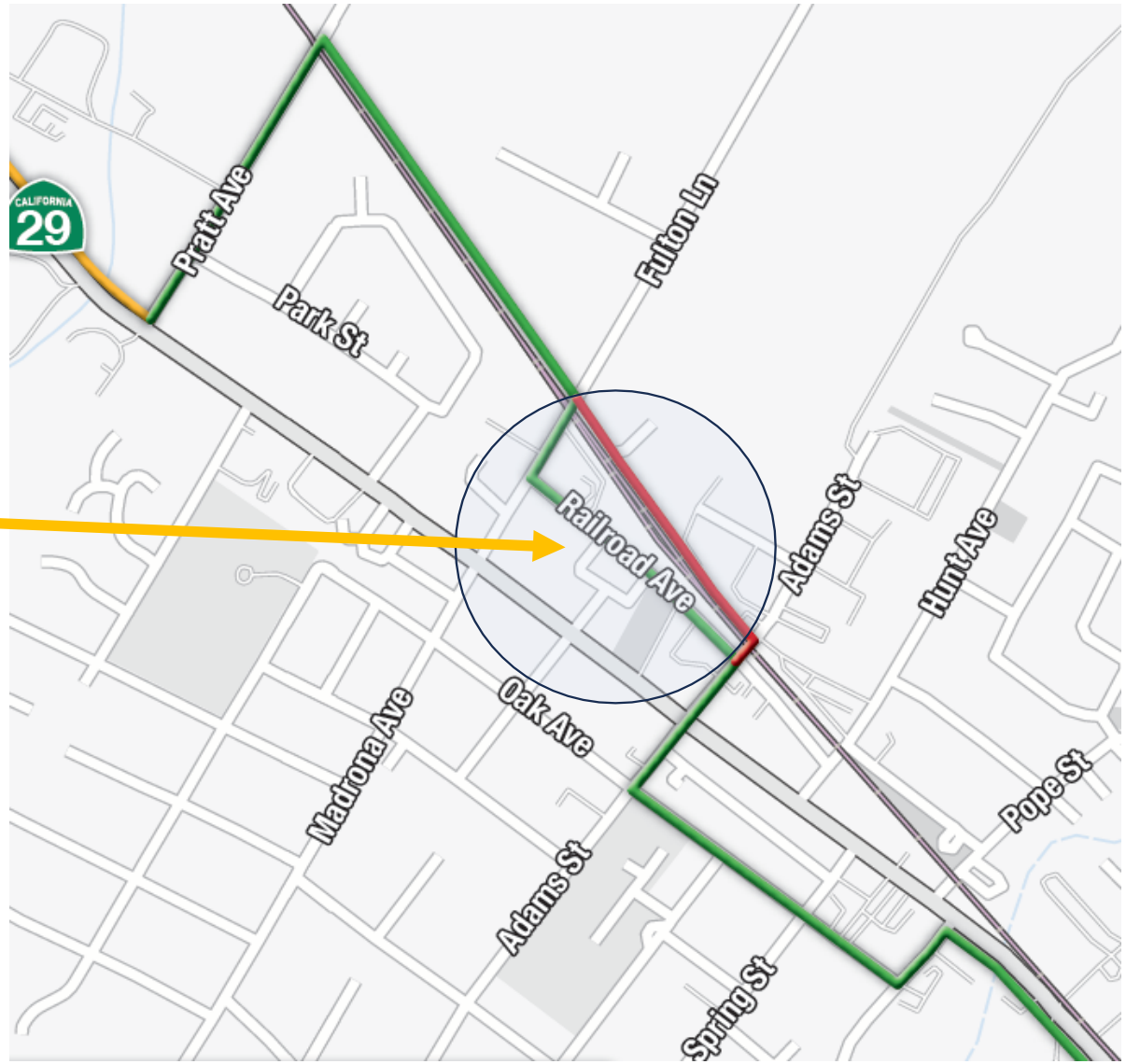
- **Right of Way**
  - Wine Train now wishes to develop their parcel on Railroad Avenue



This route was dependent on Wine Train granting an easement between Adams and Pratt

New Route

- **Proposed Class I Trail**
  - Railroad Avenue becomes a Bike Boulevard
- **Right of Way**
  - Wine Train is still willing to grant an easement between Fulton Lane and Pratt Avenue.
  - Railroad Avenue is public right-of-way and does not require any easements.



Bike Boulevard

FEATURES OF A BIKE BOULEVARD

Route Planning

Bicycle boulevards are a key component of a low-stress bikeway network. These facilities appeal to a wider spectrum of the population than just bike lanes along busy streets.

Bicycle Boulevard Signs and Pavement Markings

Signs and pavement markings are the starting point for a bicycle boulevard. The addition of bike logos and the intentional lack of a centerline indicates to road users that a roadway is intended to be a shared street. Bikes and cars share the travel lanes and move at a similar speed.

Speed Management

Slower motorist speeds and visual cues to reduce overtaking events enhance drivers' ability to see and react and diminish the severity of crashes if they occur. Maintaining motor vehicle speeds closer to those of bicyclists greatly improves safety for all.

No Additional STOP signs

Both bike and vehicle traffic are allowed to flow as they have in the past with a slight reduction in speed. Railroad Avenue will still function as an alternate route to Main Street for local traffic.

City Staff request that the City Council consider and adopt the new Vine Trail route.

QUESTIONS?

Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Administration

DATE:	May 14, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Second Public Hearing of the Proposed Adoption of a City Charter.
RECOMMENDED ACTION:	Provide direction to City staff on any amendments to the proposed City Charter.
PREVIOUS COUNCIL ACTION:	April 9, 2024 - First Public Hearing
STATEMENT OF THE PURPOSE:	Conduct the Second Public Hearing regarding adoption of a City Charter.
FINANCIAL IMPACT:	If a proposed charter and real property transfer tax is placed on the November 2024 ballot, the City Clerk estimates a cost of $60,000 in addition to approximately $5,000 for informational items. Funding for elections has been included in the FY 24 budget and will be rolled into the FY 25 budget.

BACKGROUND:

Over the last couple of years, it has become evident that the City of St. Helena needs a stable and alternate revenue source. During the last year, the City Council has examined the viability of several options and determined that pursuing a real property transfer tax is the most prudent choice. A real property transfer tax can only be implemented by Charter cities so the City Council will also need to provide the residents with the option to move from a General Law city to a Charter City.

Consistent with City Council *Goal 1 - Strengthen Financial Resilience*; *Goal 2 - Improve Infrastructure and Further Environmental Sustainability, and Goal 5 - Enhance Quality of Life, and several other City Council Goals,* the City Council has determined that there is need for additional revenues. Previously, the City Council has received several reports on financing and revenue options to address City infrastructure and staffing deficiencies.

February 28, 2023 - City Council received a presentation from Baker Tilly that included an updated Long Range Financial Forecast (LRFF) which provided financial projections and noted that the City would have to increase revenues and/or further adjust service levels. The presentation provided several ways of dealing with the financial situation including reducing expenditures, engaging more aggressively in shared services, selling city assets, helping increase business/economic activity, and increasing various types of fees and taxes. The conclusion was that if community expectations are to be met,

addressing the fiscal gap by only reducing expenditures will not be sufficient and new revenue stream(s) should be considered.

May 23, 2023 - City Council discussed each of the revenue options and directed staff to pursue the Real Property Transfer Tax and other revenue enhancement options as needed.

July 25, 2023 - City Council further directed staff as follows:

1. Move forward with opinion research for a November 2024 Charter City/Real Property Transfer Tax (to be conducted in March/April 2024); and
2. Established a City Council Revenue Enhancement Ad Hoc Committee comprised of Vice Mayor Hall and Councilmember Summers to assist with: setting opinion research questions, develop ballot language, and, with the real property transfer tax and corresponding Charter Requirement, draft a charter for City Council consideration.

October 10, 2023 - Staff presented to City Council the two components to implement a real property transfer tax:

1. St. Helena must become a Charter City, and
2. St. Helena voters must pass a real property transfer tax.

Both components require a simple majority of votes at a general election and both components will need to be approved by the voters in order for the real property transfer tax to go into effect.

February 27, 2024 - City Council provided direction to staff on the preferred real property transfer tax structure and to conduct opinion research on the feasibility of the tax as follows:

- Flat tax of 2.5% on all real property sales over $1 million;
- Graduated tax of 1.5% on sales between $1 and $5 million and 3% on all sales over $5 million; and
- Sunset of tax after eight years.

March 12, 2024 - City Council was presented with information regarding the charter city. The City of St. Helena was at one point a Charter City, it is currently a General Law city, which means the City is bound by the State of California's general law. Becoming a Charter City again will allow the City to have local authority over "municipal affairs" which includes the legal authority to enact a real property transfer tax measure.

Staff had been working with the City Council revenue Enhancement Ad Hoc Committee and legal counsel to develop recommend city charter language for Council consideration. While becoming a Charter City can be complicated, the recommendation

from the Ad Hoc Committee, supported by an independent citizens group, is to bring the voters a simple and "limited" charter, as opposed to an "expansive" charter, which would provide the legal authority to enact a real property transfer tax (by approval of the voters) but continue to follow the General Law of the State of California in all other matters.

City Council directed staff to proceed with the recommended limited and "simple" charter and further directed staff to schedule two public hearings regarding a Charter City proposal.

April 9, 2024 - City Council conducted the first noticed public hearing fulfilling the requirements of California Government Code Section 34458(b) for a first public hearing to consider a city charter.

DISCUSSION:
Part of the process of developing a city charter involves holding two noticed public hearings. Tonight is the second noticed public hearing and fulfills the requirements of California Government Code Section 34458(b) for a second public hearing to consider a city charter.

Draft City Charter Proposal
The draft charter was presented to City Council on March 12, 2024, which can be accessed by clicking here: 031224 City Council Agenda Report. The first public hearing was properly noticed and held on April 9, 2024, and can be accessed here: 040924 City Council Agenda Report. This second public hearing has been properly noticed and the draft charter presented to the Council on March 12, 2024 and April 9, 2024, is attached for public comment and City Council consideration.

Next Steps
June 11, 2024 - Final Council meeting to place Charter measure and real property transfer tax measure on the ballot.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 6: Improve Employee Recruitment, Retention, & Morale
Goal 7: Enhance Organizational Effectiveness
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

St. Helena Charter for Consideration
Charter City Powerpoint 051424 Public Hearing

CITY OF ST. HELENA CHARTER

ARTICLE I

NAME AND BOUNDARIES

100. Name and Boundaries

The municipal corporation now existing and known as the City of St. Helena, hereafter referred to as "the City," shall remain and continue to be a municipal body corporate and politic, as at present, in name, in fact, and in law. The boundaries of the City shall be as established at the time this Charter takes effect, or as they may be changed thereafter in the manner authorized by law.

ARTICLE II

POWERS OF CITY

200. Exercise of Constitutional Power of Local Taxation and Assessment

The City of St. Helena adopts this Charter to exercise all constitutional powers conferred on charter cities under Article XI sections 3 and 5 of the California Constitution with respect to municipal affairs in relation to local taxes, issuance of bonds and other financings secured by local taxes, and assessments, including a system for the imposition, levy, and collection of a such tax or assessment. In the event of a conflict between this Charter and the general law, the provisions of this Charter shall govern.

201. City is Otherwise Subject to General Laws

Except as provided in this Charter with respect to the power of the City over local taxation and assessment, the powers of the City shall otherwise be constrained by, subject to, and governed by the general laws of the State as now and hereafter existing relating to cities organized under said general laws.

202. Severability

If any provision of this Charter is found by a court of competent jurisdiction to be invalid, the remaining provisions of the Charter shall remain in full force and effect.

203. Intergovernmental Relations.

The City may exercise any of its powers or perform any of its functions jointly, or in cooperation, by contract or otherwise, with any one or more cities, counties, states, or civil divisions or agencies thereof, or the United States or any agency thereof.

204. Effective Date of Charter/Amendment

This Charter shall take effect upon its approval by St. Helena voters and by the Legislature of the State of California. Any amendment to this Charter shall be effective when approved by St. Helena voters and filed pursuant to the California Constitution and applicable State law.

ARTICLE III

SUCCESSION

300. Rights and Liabilities

The City shall remain vested with and continue to have, hold, and enjoy all property, rights of property, and rights of action of every nature and description now pertaining to this municipality, and is hereby declared to be the successor of same. It shall be subject to all the obligations, contracts, liabilities, debts, and duties that now exist against or with the City.

301. Ordinances, Codes, and Other Regulations

All ordinances, codes, resolutions, regulations, rules, and portions thereof, in force at the time this Charter takes effect, and not in conflict or inconsistent herewith, shall continue in force until repealed, amended, changed, or superseded in the manner provided by this Charter and any other applicable laws.

302. Pending Actions And Proceedings

No action or proceeding, civil or criminal, pending at the time this Charter takes effect, brought by or against the City or any officer, office, or department thereof, shall be affected or abated by the adoption of this Charter, or by anything herein contained.

ARTICLE IV

FORM OF GOVERNMENT

400. Form of Government

The form of government shall be that commonly known as the Council-Manager form of government. The City Council, consisting of four councilmembers elected for four year staggered terms, and a separately elected mayor elected for two year terms in the manner in effect when this Charter was adopted, shall establish the policy of the City and the City Manager shall carry out that policy. Each Councilmember in office at the time

this Charter takes effect shall continue in office until the end of the term for which they were elected or appointed.

401. Officers and Employees

Subject to the provisions of this Charter, the present officers and employees of the City shall continue to perform the duties of their respective offices and employment without interruption and for the same compensation and under the same conditions until the election, appointment or hiring and qualification of their successors and subject to such removal and control as provided herein or by applicable general law.

Second Public Hearing
City Charter

May 14, 2024, City Council Meeting

April Mitts, Assistant City Manager

Why Establish a Charter City?

- Lack of resources to fund all the City's services, meet resident expectations, and repair/maintain the built environment
- Council evaluated cost cutting and revenue generating options and directed staff to analyze a real property transfer tax (RPTT)
- RPTT can provide stable and sustained funding
- Only charter cities, NOT general law cities, may voter approval levy a RPTT

Characteristics of Proposed Charter

- Would be a simple and "limited" charter
- Would provide legal authority to enact a RPTT (by approval of the voters)*
- Would continue to follow the General Law of the State of California in all other matters

*** In order for the real property transfer tax to be implemented the City must become a charter city. Both the real property transfer tax measure and the city charter measure would be placed on the November 2024 ballot as a separate ballot measures.**

City Charter Language

ARTICLE II
POWERS OF CITY

200. Exercise of Constitutional Power of Local Taxation and Assessment The City of St. Helena adopts this Charter to exercise all constitutional powers conferred on charter cities under Article XI sections 3 and 5 of the California Constitution with respect to municipal affairs in relation to local taxes, issuance of bonds and other financings secured by local taxes, and assessments, including a system for the imposition, levy, and collection of a such tax or assessment. In the event of a conflict between this Charter and the general law, the provisions of this Charter shall govern.

201. City is Otherwise Subject to General Laws Except as provided in this Charter with respect to the power of the City over local taxation and assessment, the powers of the City shall otherwise be constrained by, subject to, and governed by the general laws of the State as now and hereafter existing relating to cities organized under said general laws.

Procedural Requirements

1. 1st Public Hearing……April 9
2. 2nd Public Hearing……...May 14
3. City Council considers decision to place Measure on the ballot……Jun 11
4. Placed before St. Helena voters……Nov 5

Public Hearing

- Questions from City Council to Staff
- Open Public Hearing for Community Input
- Close Public Hearing
- Council Discussion /Direction on Proposed Charter Measure to the St. Helena voters at the November 2024 Election

From: Mcknz
To: Public Comment
Subject: [External] Transfer Tax / City Charter change Meeting May 14
Date: Thursday, May 9, 2024 8:40:47 PM

With all due respect, the above referenced agenda items would be better suited as a stand alone meeting as they will affect all residents. It appears they are being crammed into a very full agenda. Also not placed together on the agenda as one must be passed to enable the application of the other item. Possibly that is the intent to discourage attendees and objectives?
Thank You
Laura Keir

Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Finance

DATE:	May 14, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed approval of a Resolution approving the issuance of the California Municipal Finance Authority multifamily housing revenue bonds in an aggregate principal amount not to exceed $27,000,000 for the purpose of financing or refinancing the acquisition, rehabilitation, improvement and equipping of Hunt's Grove apartments and certain other matters relating thereto.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not-to-exceed $27,000,000, (the "Bonds"), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 548 Hunt Avenue, St. Helena, California (the "Project").
FINANCIAL IMPACT:	The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or repayment of the Bonds for the financing of the Project.

BACKGROUND:

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities, including the City, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standards of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA Hearing, adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

The Joint Exercise of Powers Agreement expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. In the case of the proposed bond financing for the Borrower, the City could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors of the CMFA.

DISCUSSION:
Hunt Pradera II LP (the "Borrower") has requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not-to-exceed $27,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 548 Hunt Avenue, St. Helena, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of St. Helena must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligations, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely form the funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of St. Helena, it is expected that a portion of the issuance fee

attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

In light of the foregoing, and in order to support affordable housing, staff recommends that the City conduct the TEFRA Hearing and adopt the resolutions in favor of the issuance of the Bonds by the CMFA.

ENVIRONMENTAL REVIEW:
Exempt from CEQA pursuant to CEQA Guidelines Section 15301, Existing Facilities, exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures and facilities.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Resolution - TEFRA Resolution - Hunt's Grove (St. Helena)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $27,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF HUNT'S GROVE APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO.

RECITALS

A. Hunt Pradera II LP a partnership of which BRIDGE Housing Corporation (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $27,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 548 Hunt Avenue, St. Helena, California (the "Project"); and

B. Pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of St. Helena (the "City") because the Project is located within the territorial limits of the City; and

C. The City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

D. The Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

E. Pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

RESOLUTION

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

1. The foregoing resolutions are true and correct.
2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.
3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.
4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.
5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.
6. This resolution shall take effect immediately upon its adoption.

Approved at a Regular Meeting of the St. Helena City Council on May 14th, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Kenealy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Finance

DATE:	May 14, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed approval of a resolution authorizing the City Manager to execute the Final Loan Extension and Ground Lease for BRIDGE Housing Corporation and Napa Valley Community Housing related to the Hunt's Grove Apartments located at 548 Hunt Avenue.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	August 22, 2023 - Approval of 1) Loan Extension Commitment Letter, 2) Option to Ground Lease Agreement, and 3) Ground Lease Payment Commitment Letter.
STATEMENT OF THE PURPOSE:	The purpose is to support BRIDGE Housing Corporation and Napa Valley Community Housing as they close on additional low-income tax credit and bond financing to rehabilitate the apartment complex and extend the length of affordability for this complex.
FINANCIAL IMPACT:	No financial impact. City will still receive $800,000 for the value of the land.

BACKGROUND:

Hunt Avenue Associates was formed as a limited partnership on July 23, 1990, to develop and operate a 56-unit rental housing complex called Hunt's Grove Apartments located at 548 Hunt Avenue in St. Helena. Hunt Avenue Associates is controlled by its general partner, Hunt Avenue, Inc., which is a non-profit organization, under the control of the Board of Directors of BRIDGE Housing Corporation and Napa Valley Community Housing.

On May 15, 1991, a Ground Lease was entered into by and between the City of St. Helena, a municipal corporation, as landlord, and BRIDGE Housing Corporation a California non-profit public benefit corporation, as tenant. Hunt Avenue Associates sub-leases the land on which the Project was built from BRIDGE. The initial lease term was for 55 years commencing on August 7, 1991, expiring in 2046. Under the current ground lease, the City receives Five Thousand Dollars ($5,000) per year ("Basic Land Rent"), plus fifty percent (50%) of the Net Operating Income of the Development for the prior fiscal year as determined based on the audited financial statement for the Development.

On June 11, 1991, the city council approved a resolution approving a promissory note and deed of trust between BRIDGE Housing and the City related to fees due to the city in the amount of $762,752 that were deferred at the issuance of the building permits. The date of the note is June 18, 1991, and the note receivable accrues simple interest at 3% with a maturity date of August 8, 2022. BRIDGE Housing was required to make an initial payment to the note in the amount of $242,707 plus simple interest reducing the principal balance to $520,045, this payment was made on August 8, 1992.

BRIDGE and NVCH came to St. Helena City Council on August 22, 2023, to request the loan extension, option to ground lease, and prepaid ground lease note, to enable a tax credit and bond resyndication and rehabilitation of La Pradera and the sister property in Calistoga, La Pradera. The development team applied for 4% tax credit and bond financing in September 2023, and was awarded tax credits and bond financing on December 6, 2023, kicking off the 194-day clock to close on construction by June 17, 2024. Staff is now seeking final approval of the Loan Documents from both St. Helena and Calistoga.

DISCUSSION:

1. Loan Extension:

The requested extension is for a new term of 57 years, accruing interest at the applicable federal rate (AFR) at time of closing. Project residual receipts shall be annually payable to City to pay down the balances of the City loan. There will also be a new Regulatory Agreement to run with the loan for a term of 57 years. Extending the loan terms and regulatory agreement will provide continued affordable housing for current and future residents.

- Principal - $431,499*
- Interest - AFR at time of closing in June 2024
- Term - 57 years, maturity date in 2081
- Repayment - Pro rata share of project residual receipts shall be annually payable to City to pay down the balances of the City loan.
- Rent Restriction - At least twenty seven (27) Affordable Units shall be restricted for occupancy by qualifying at or below 80% AMI. The remaining units shall be set aside for at or below 120% AMI.
- Subordination - Loan will be subordinate to loans from both Umpqua Bank and HCD.

**Principal will be the sum of outstanding principal and accrued interest at the time of closing in June 2024.*

2. Ground Lease:

Bridge and NVCH are seeking the new ground lease for two primary purposes: First, they would be unable to secure tax credits with the remaining term on the Ground Lease limited to 23 years. Second, the structure of the original ground lease is outdated and it would benefit both parties to bring it up to current standards. The new ground

lease will be between thew new ownership entity, Hunt Pradera II, L.P, and City of St. Helena.

- Term - 99 years
- Base Rent - Commencing on the Commencement Date and during the Term of the Lease, Tenant shall pay annual rent of ONE DOLLAR ($1) (the "Base Rent"). Base Rent shall be payable in arrears on each anniversary of the Commencement Date.
- Carryback Loan* – Tenant agrees to make a one-time additional payment on the Commencement Date of Eight Hundred Thousand Dollars ($800,000), which amount Landlord shall loan to Tenant (the "Carryback Loan") on the Commencement Date.
    - Principal - $800,000
    - Term - 57 years
    - Interest - 3% per year
    - Repayment - Pro rata share of project residual receipts.

*As part of the due diligence for the rehabilitation project, BRIDGE & NVCH prepared an appraisal for the proposed 99-year ground lease, and found that based on the 99 term and the affordability restrictions, the lease has a fair market value of $800,000. The lease payments would, however, be funded through a loan from the City in an amount not to exceed $800,000. The loan would have a term of 57 years, would accrue interest at the rate of 3% per year, and would be payable out of a portion of "residual receipts." "Residual receipts" are comprised of the cash flow generated from the project after all other expenses are paid.

3. Financing Plan:
As indicated above, the Loan Extension and Ground Lease are part of a broader financing plan by Bridge and NVCH to obtain the financing for rehabilitation of the property. The new entity, Hunt Pradera II, L.P. ("Hunt Pradera II"), will obtain the following loans secured against the City property and the Calistoga property:

- Construction Loan. Hunt Pradera II is obtaining a construction loan from Umpqua Bank in the amount of approximately $19,878,651, which is funded through tax credit financing and a bond issuance by the California Municipal Finance Agency.

- HCD Loan. Hunt Pradera II is obtaining a loan from the California Department of Housing and Community Development in the amount of $5,840,685.

- Seller Loans. Hunt Pradera II is acquiring the rights and interests in the City's property (a leasehold interest) and the Calistoga property from the current ownership entities, and those current ownership entities are lending funds to Hunt Pradera II. The Seller Loans include a loan of $754,185 from the current ownership entity of the City property and a loan of $646,444 against from the

current ownership entity of the Calistoga property, and the loans will be secured by a deed of trust against Hunt Pradera II's interests in both properties.

- Sponsor Loan. Hunt Pradera II is obtaining two sponsor loans. BRIDGE Housing Corporation, a California nonprofit public benefit corporation is lending approximately $5,953,708, and Napa Valley Community Housing, a California nonprofit public benefit corporation in lending approximately $3,969,139. These loans will also be secured by a deed of trust against Hunt Pradera II's interests in both properties.

- City of Calistoga Loan. The City of Calistoga is extending an existing loan in the amount of approximately $253,878.

To Summarize, Hunt Pradera II will incur the following loans in order of priority:

Loan (In Order of Priority)	**Amount**
Construction Loan	$19,878,651
HCD Loan	$5,840,685
City of St. Helena (New Carryback)	$800,000
City of St. Helena (Loan Extension)	$431,449
City of Calistoga*	$253,878
Seller Loans	$1,400,629
Sponsor Loans	$9,922,847
Total Loans	$38,528,139

Note: All loan numbers are approximate.
*This lien may be recorded senior to the City of St. Helena lien on the Calistoga property.

Another aspect of the financing plan is that all of the loans listed above will be secured by the St. Helena and Calistoga properties. Thus, St. Helena's loan will be secured by a deed of trust recorded against the Calistoga property, and the Calistoga loan will be secured by a deed of trust recorded against the St. Helena property. The reason for this is that the re-syndication is treating these two properties as part of the same ownership and operation for scattered-site affordable housing, and therefore the financing for each is tied to each other.

Finally, as indicated by the Order of Priority above, the St. Helena loans (the Loan Extension and New Carryback loan) will be subordinate to the Construction Loan and the HCD Loan. This means that, in the event of a foreclosure, then the City loans would have junior priority for repayment as compared to the senior loans, which creates the risk that the City loans would not be repaid in the event of a foreclosure scenario.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Resolution_BRIDGE updated 5.9.24-c1-c1
Hunt's Grove_City of St Helena Loan Amendment UPDATED DRAFT 5.7.24-c1
Hunt's Grove Ground Lease UPDATED DRAFT 5.7.24-c1
UMPQUA - HUNT'S GROVE AND LA PRADERA - Landlord Estoppel Certificate-c1
UMPQUA - HUNT'S GROVE AND LA PRADERA - City of St. Helena Subordination Agreement-c1
Hunt's Grove_Attachment No. 5 Rehabilition Work

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING A LOAN AND A GROUND LEASE TO THE OPERATOR OF THE HUNT'S GROVE APARTMENT COMPLEX AT 548 HUNT AVENUE, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE AGREEMENTS AND RELATED ACTIONS SET FORTH HEREIN

WHEREAS, Hunt Avenue Associates was formed as a limited partnership on July 23, 1990, to develop and operate a 56-unit rental housing complex called Hunt's Grove Apartments located at 548 Hunt Avenue in St. Helena (the "Project"). Hunt Avenue Associates is controlled by its general partner, Hunt Avenue, Inc., which is a non-profit organization, under the control of the Board of Directors of BRIDGE Housing Corporation ("BRIDGE") and Napa Valley Community Housing ("NVCH"); and

WHEREAS, a ground lease was entered into by and between the City of St. Helena and BRIDGE Housing Corporation (the "Ground Lease"). The Partnership, Hunt Avenue Associates LP then sub-leased the land on which the Project was built from BRIDGE. The initial lease term was for 55-years commencing on August 7, 1991, expiring in 2046; and

WHEREAS, on June 11, 1991, the City Council approved a resolution approving a promissory note and deed of trust between BRIDGE Housing and the City related to fees due to the City in the amount of $762,752 that were deferred at the issuance of the building permits. The outstanding balance on the loan as of May 1, 2024 was $431,449 (the "Loan"); and

WHEREAS, BRIDGE and NVCH came to St. Helena City Council on August 22, 2023, to request a loan extension, option to ground lease, and prepaid ground lease note, to enable a tax credit and bond resyndication and rehabilitation of La Pradera and the sister property in Calistoga, La Pradera; and

WHEREAS, on August 22, 2023, the City Council approved (1) a commitment letter to extend the existing City of St. Helena loan at Hunt's Grove to a new 57-year term, and, (2) a new ground lease between City of St. Helena and Hunt Pradera II, L.P. (including a ground lease carryback loan totaling $800,000); and

WHEREAS, the BRIDGE and NVCH applied for 4% tax credit and bond financing in September 2023, and was awarded tax credits and bond financing on December 6, 2023, kicking off the 194-day clock to close on construction by June 17, 2024; and

WHEREAS, Hunt Pradera II, L.P. has stated its intent to exercise the option and agrees to enter into a new ground lease and the loans from the City in the amount of the outstanding balance and accrued interest for the existing loan ($431,449.00) and the carryback loan ($800,000.00), pursuant to the terms and conditions of new loan agreements, for the purpose of commencing and completing the rehabilitation work on Hunt's Grove and La Pradera; and

WHEREAS, the new ground lease and financing from the City will provide a public benefit by facilitating the rehabilitation of safe, decent, and affordable housing to ensure it remains available within the City; and

WHEREAS, the City Council of the City of St. Helena desires to delegate authority to the Mayor and City Manager to negotiate and execute documents in substantially the form as the attached Agreement for Amendment, Assignment, and Assumption of Affordable Housing Loan and a new Ground Lease, subject to review and approval of the City Attorney in accordance with the terms set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED The City Council of the City of St. Helena, California, does resolve as follows:

SECTION 1. Recitals. The City Council of the City of St. Helena hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Approval of Loan Agreement. The City Council authorizes and directs the City Manager to execute the Agreement for Amendment, Assignment, and Assumption of Affordable Housing Loan, ("Agreement") and all related exhibits and documents, in substantially the form included in the staff materials that accompany this resolution, to extend the term of the existing loan for the Hunt's Grove Apartments for an additional 57 years, and changing the interest rate from 3% per year, to the applicable federal rate at the time of closing on the construction financing for the rehabilitation of the Hunt's Grove Apartments, subject to non-material modifications approved by the City Manager in consultation with the City Attorney. The Agreement is accompanied by a Promissory Note evidencing the new principal in the amount of $431,499.00, which is secured by a deed of trust. The affordability requirements for the Hunt's Grove Apartments will be implemented through a new Affordable Housing Covenant recorded against the property. The City Manager is hereby delegated authority to execute such other instruments related to the Agreement as reasonably necessary to facilitate rehabilitation of the Hunt Pradera II affordable housing at Hunt's Grove and La Pradera, subject to consultation with and approval by the City Attorney.

SECTION 3. Approval of the Ground Lease. The City Council authorizes and directs the City Manager to execute a new Ground Lease in substantially the form included in the staff materials that accompany this resolution with Hunt Pradera II, L.P., or another entity authorized in the Ground Lease, subject to non-material modifications approved by the City Manager in consultation with the City Attorney. The Ground Lease is accompanied by the Carryback Promissory Note in the amount of $800,000, reflecting the fair market value of the leasehold interest, which is secured by a deed of trust recorded against the property. The interest rate on the Carryback Promissory Note is 3%, simple interest and has a term of 57 years. The City Manager is hereby delegated authority to execute such other instruments related to the Ground Lease as reasonably necessary to facilitate rehabilitation of the Hunt Pradera II affordable housing at Hunt's Grove and La Pradera, subject to consultation with and approval by the City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of St. Helena, California, at a regular meeting held on this 14th day of May, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

CITY DRAFT 5/7/24

AGREEMENT FOR AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF AFFORDABLE HOUSING LOAN
(Hunt's Grove Affordable Housing)

This Agreement For Amendment, Assignment, and Assumption of Affordable Housing Loan ("**Agreement**") is entered into as of _____, 2024 (Effective Date) by and between the CITY OF ST. HELENA, a California municipal corporation ("**City**"), Hunt Avenue Associates, a California Limited Partnership ("**Original Borrower**"), and Hunt Pradera II, L.P., a California Limited Partnership ("**New Borrower**").

RECITALS

A. Original Borrower is a sub-tenant of that certain real property located at 548 Hunt Avenue, St. Helena, California, as more specifically described in Attachment No. 1, attached hereto and incorporated herein by this reference (the "**St. Helena Property**").

B. Calistoga Brannan Housing Associates, a California Limited Partnership is the owner of certain real property located at 38 Brannan Street, Calistoga, California, as more specifically described in Attachment No. 1, attached hereto and incorporated herein by this reference (the "**Calistoga Property**" and together with the St. Helena Property, the "**Property**").

C. The St. Helena Property is developed with a 56-unit affordable housing project, with related amenities, that provides fifty five (55) affordable rental units and one (1) unrestricted manager's unit (the "**St. Helena Project**").

D. The Calistoga Property is developed with a 48-unit affordable housing project, with related amenities, that provides forty-seven (47) units and one (1) unrestricted manager's unit (the "**Calistoga Project**" and together with the St. Helena Project, the "**Project**").

E. Original Borrower developed and currently operates the St. Helena Project on the St. Helena Property pursuant to a lease with BRIDGE Housing Corporation, a California nonprofit public benefit corporation ("BRIDGE"). BRIDGE holds a leasehold interest in the St. Helena Property pursuant to a long-term Ground Lease from the City, which owns the fee simple interest in the St. Helena Property.

F. Original Borrower previously executed a promissory note, dated on or about June 18, 1991, in the amount of Seven Hundred Sixty Two Thousand Seven Hundred Fifty Two Dollars ($762,752.00), with simple interest at the rate of three percent (3%), with an original maturity date of August 8, 2022, and extended to February 1, 2024, pursuant to Resolution No. 2022-63, adopted by the City (the "**Original Note**").

G. The Note is secured by a Leasehold Deed of Trust and Assignment of Rents, executed by BRIDGE, in favor of City, dated as of June 18, 1991, and recorded in the Official Records of Napa County on or about June 20, 1991 (the "**Original Deed of Trust**").

H. Original Borrower has requested an extension for the maturity date of the Original Note to allow Original Borrower, or its assignee or successor in interest, to obtain financing for

rehabilitation of the Project, and the City is agreeable to the extension on the terms and conditions stated herein.

I. The City agrees to extend the maturity date of the Original Note on the terms and conditions set forth herein, which among other things requires: an Amended and Restated Promissory Note, an Amended and Restated Deed of Trust that will be recorded against the Property, an Affordable Housing Covenant, a new Ground Lease, and an assignment of Original Borrower's interests in the St. Helena Property and the St. Helena Project to New Borrower, and New Borrower's assumption of those interests, and the terms, conditions, and obligations set forth herein.

NOW, THEREFORE, City and Borrower hereby agree as follows:

AGREEMENT

100. AMENDED AND RESTATED LOAN AGREEMENT

101. This Agreement sets forth the terms and conditions for an assignment from Original Borrower, and an assumption by New Borrower, of all rights, interests, and obligations under the Original Note and the Original Deed of Trust (collectively, the **"Original Loan Agreement"**).

102. This Agreement also sets forth the terms and conditions for the City and New Borrower to enter into an Amended and Restated Promissory Note, an Amended and Restated Deed of Trust, and the New Ground Lease as defined herein.

103. Upon execution of this Agreement, and satisfaction of all conditions stated herein, the Original Loan Agreement shall be of no further force and effect, except as otherwise set forth herein.

200. DEFINITIONS

201. Terms. The following terms, as used in this Agreement, shall have the meaning ascribed them in this Section:

a. **"Affiliate"** means any other Person Controlling or Controlled by or under common Control with a specified Person.

b. "**Agreement**" means this Agreement for Amendment, Assignment, and Assumption of Affordable Housing Loan.

c. "**Affordable Housing Covenant**" means the affordable housing covenant executed by New Borrower in substantially the form attached hereto as Attachment No. 4 that will encumber the St. Helena Property.

d. "**Amended and Restated Deed of Trust**" means that certain Deed of Trust executed by New Borrower in substantially the form attached hereto as Attachment No. 3 that will encumber the Property to secure repayment of the Loan.

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e. "Amended and Restated Promissory Note" shall have the meaning set forth in Section 301.2 of this Agreement in substantially the form attached hereto as Attachment No. 2.

f. "**Approved Project Financing**" means the following: (i) the Loan, as amended and restated by this Agreement, (ii) the Carryback Loan executed in connection with the New Ground Lease, (iii) the Senior Loan, as set forth in Section 303 of this Agreement, (iv) the HCD Loan, as set forth in Section 305.3 of this Agreement, (v) the City of Calistoga Loan, as set forth in Section 305.4 of this Agreement; (vi) the Seller Loans, as set forth in Section 305.5 of this Agreement, and (vii) the Sponsor Loans, as set forth in Section 305.6 of this Agreement.

g. "**Borrower,**" "**New Borrower**" and "**Assignee"** shall mean Hunt Pradera II, L.P., a California Limited Partnership.

h. "Builder's Risk Insurance" means builder's risk or course of construction insurance covering all risks of loss, less policy exclusions, on a completed value (non-reporting) basis, in an amount sufficient to prevent coinsurance, but in any event not less than one hundred percent (100%) of the completed value of the construction of the Project, including cost of debris removal (subject to a policy sublimit), but excluding foundation and excavations. Such insurance shall also: (a) grant permission to occupy; and (b) cover, for replacement cost, all materials on or about any offsite storage location intended for use in, or in connection with, the Property (subject to a policy sublimit).

i. "**City**" means the City of St. Helena.

j. "Claim" means any claim, loss, cost, damage, expense, liability, Lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind.

k. "**Commencement of Construction**" means the commencement by Borrower of the Rehabilitation Work as set forth in Section 303.

l. "Conditions Precedent" has the meaning set forth in Section 304.1.

m. "Control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person and contractually bind such Person, whether by ownership of Equity Interests, by contract, or otherwise.

n. "**Construction**" means any alteration, construction, excavation, demolition, grading, development, expansion, reconstruction, redevelopment, repair, restoration, or other work affecting the Property.

o. "**Construction Contract**" means the contract to be entered into by Borrower and a licensed general contractor for the performance of the rehabilitation of the Project on the Property.

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p. "**Development**" shall mean all construction, demolition, rehabilitation and other work performed on the Project in accordance with the Rehabilitation Work described in Attachment No. 5.

q. "**Effective Date**" means the date first set forth in this Agreement above.

r. **"Environmental Claim"** means any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including reasonable attorney's fees and costs and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Law or Hazardous Substance Discharge.

s. **"Environmental Law"** means any Federal or California law regarding any of the following at, in, under, above, or upon the Property: (a) air, environmental, ground water, or soil conditions; or (b) clean-up, remediation, control, disposal, generation, storage, release, discharge, transportation, use of, or liability or standards of conduct concerning, Hazardous Substances, as now or may, at any later time, be in effect.

t. **"Existing Ground Lease"** shall mean the Second Amended and Restated Land Lease between City and BRIDGE, dated on or about May 15, 1991.

u. **"Existing Sublease"** shall mean the existing sublease from BRIDGE to Original Borrower, dated on or about August 8, 2012.

v. "**GAAP**" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), or in such other statements by such other entity as may be in general use by significant segments of the United States accounting profession, which are applicable to the circumstances as of the date of determination.

w. "**Governmental Requirements**" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees, of the United States, the state, the county, City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over City, Borrower or the Property.

x. **"Hazardous Substance"** means any flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) substances designated as "hazardous substances"

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pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*, as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601, *et seq.*, or any so-called 'superfund" or 'superlien" law; (e) defined as a "pollutant" or "contaminant" under 42 U.S.C. § 9601(33); (f) defined as "hazardous waste" under 40 C.F.R. Part 260; (g) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; (h) any matter within the definition of "hazardous substance" set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601, et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code; (n) any substance defined as a "hazardous substance" in Section 25316 of the California Health and Safety Code; (o) any matter, waste, or substance that is subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material. Notwithstanding the foregoing, "Hazardous Substances" shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner generally used in other comparable residential developments, or substances commonly ingested by a significant population living within the Project including, without limitation, alcohol, aspirin, tobacco and saccharine.

y. "Hazardous Substance Discharge" means any deposit, discharge, generation, release, or spill of a Hazardous Substance that occurs at on, under, into or from the Property, or during transportation of any Hazardous Substance to or from the Property, or that arises at any time from the Construction, use or operation of the Project or any activities conducted at on, under or from the Property, whether or not caused by a Party.

z. "Land Use Laws" has the meaning set forth in Section 502.

aa. "Liability Insurance" means commercial general liability insurance provided by an insurance carrier having a rating of Best A-7 or better against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars ($2,000,000) for any one occurrence and which may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the

Project or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

bb. "**Loan Documents**" means the documents, instruments and agreements evidencing and securing the Loan including, but not limited to, this Agreement, the Original Promissory Note, and the Original Deed of Trust, and any amendments thereto as mutually agreed upon by the Parties.

cc. **"New Ground Lease"** shall mean the new ground lease executed by New Borrower and City in connection with this Agreement and in substantially the same form attached hereto as Attachment No. 6.

dd. "**Official Records**" means the Official Records of the County of Napa, State of California.

ee. "**Original Borrower**" or "**Assignor**" shall mean Hunt Avenue Associates, a California Limited Partnership.

ff. "**Original Deed of Trust**" shall have the meaning set forth in Recital E.

gg. "**Original Loan**" shall mean the amount loaned to Original Borrower pursuant to the Original Loan Agreement.

hh. "**Original Note**" shall have the meaning set forth in Recital D.

ii. **"Person"** means any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

jj. "**Prevailing Wage Action"** means any of the following: (a) any determination by the California Department of Industrial Relations that prevailing wage rates should have been paid, but were not; (b) any determination by the California Department of Industrial Relations that higher prevailing wage rates than those paid should have been paid; (c) any administrative or legal action or proceeding arising from any failure to comply with the Federal Davis-Bacon Act (codified as 40 U.S.C. §§ 3141 *et seq*.) or California Labor Code Sections 1720 through 1781, as amended from time to time, regarding prevailing wages, including maintaining certified payroll records; or (d) any administrative or legal action or proceeding to recover wage amounts at law or in equity.

kk. "**Project**" shall have the meaning set forth in Recital B.

ll. "**Project Documents**" means all construction and design contracts, plans and drawings, including all architectural documents, related to the Project.

mm. **"Property"** shall have the meaning set forth in Recital A.

nn. **"Property Insurance"** means insurance providing coverage for the Property and all improvements on or to the Property against loss, damage, or destruction by fire and other hazards encompassed under the broadest form of property insurance coverage then

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customarily used for like properties in the County of Napa, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of all improvements comprising the Project (excluding excavations and foundations) and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with "ordinance or law" coverage. To the extent customary for like properties in the County of Napa at the time, such insurance shall include coverage for explosion of steam and pressure boilers and similar apparatus located on the Property; an "increased cost of construction" endorsement; and an endorsement covering demolition and cost of debris removal, all subject to policy sublimits.

oo. "Rehabilitation Work" means the rehabilitation of the Property, as described in Section 303.

pp. "Third Person" means any Person that is not a Party, an Affiliate of a Party, or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

300. LOAN AGREEMENT

301. Loan.

301.1 Original Borrower acknowledges and confirms receipt of the Loan in the amount of Seven Hundred Sixty Two Thousand Seven Hundred Fifty Two Dollars ($762,752.00) (the "Loan"). As of May 1, 2024, the outstanding principal balance of the Loan was Two Hundred Forty Three Thousand One Hundred Eighty Seven Dollars ($243,187) and accrued interest was One Hundred Eighty Eight Thousand Two Hundred Sixty Two Dollars ($188,262). The Loan is evidenced by the Original Promissory Note. Upon execution of this Agreement, New Borrower and City shall execute the Amended and Restated Promissory Note for the full amount of the outstanding principal and interest of the Loan, which shall amend, restate and supersede the Original Promissory Note in its entirety, and shall extend the Maturity Date as set forth in Section 302.1 of this Agreement.

301.2 The Amended and Restated Promissory Note shall be secured by the Amended and Restated Deed of Trust. By this Agreement, the Parties agree and confirm that the Original Deed of Trust has not been validly reconveyed, notwithstanding a reconveyance that was recorded on or about August 9, 1991, which reconveyance shall be rescinded concurrently with this Agreement. Upon the execution and recording of the Amended and Restated Deed of Trust, it shall amend, restate, and supersede the Original Deed of Trust.

302. Repayment of Loan.

302.1 Maturity Date. The full amount of the Loan, together with accrued interest, shall be due and payable on the date that is fifty seven (57) years from the date of closing for the Senior Loan, or upon an uncured Default under this Agreement, as further set forth in the Amended and Restated Promissory Note.

302.2 Interest Rate. The Loan shall be repaid with simple interest on the outstanding principal amount at the rate of [four and 45/100 percent (4.45%), as modified based on

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the Applicable Federal Rate at time of closing] annual interest compounded annually, pursuant to the terms of the Amended and Restated Promissory Note.

302.3 Repayment Terms. Borrower shall repay the Loan in accordance with the Note and as set forth herein. Borrower shall make annual payments in an amount equal to the difference between the Annual Operating Expenses and Gross Revenue ("Residual Receipts Payments"). The Residual Receipts Payments shall be made annually within thirty (30) days of receiving the financial statements required under Section 507 of this Agreement. Upon the Maturity Date, New Borrower shall pay the City all principal and interest remaining on the Loan.

303. Assignment and Assumption.

303.1 Effective as of the Effective Date, Original Borrower, as Assignor, hereby assigns to New Borrower, as Assignee, all of Assignor's rights and obligations under the Loan Documents and rights to lease the St. Helena Property under the Ground Lease or any other agreement, except the New Ground Lease. Assignee hereby accepts the foregoing assignment and assumes all of Assignor's rights and obligations under the Loan Documents, including without limitation, the obligation to repay the Loan.

303.2 The City hereby consents to: (i) the conveyance of Assignor's leasehold interest in the St. Helena Property and the ownership of the Improvements thereon, as set forth in the Existing Ground Lease, to Assignee, (ii) the rehabilitation of the Project, and (iii) the refinancing and resyndication of the Property and the Project pursuant to loan documents in favor of Senior Lender (defined below) (the "**Senior Loan**"), an amended and restated partnership agreement of Assignee (the "**Partnership Agreement**"), and related documents that have been provided to the City for review.

303.3 The City hereby consents to the assignment and assumption of the Loan Documents as described in this Agreement. The City acknowledges and agrees that as of the Effective Date, no event has occurred and is continuing which would constitute a default, and no event has occurred and is continuing which with notice or the passage of time or both, would be an event of default, under the Loan Documents.

303.4 Pursuant to invoices to be submitted to escrow, at close of escrow for conveyance of Original Borrower's interests in the St. Helena Property and St. Helena Project to Assignee, Assignee shall pay City's legal fees and staff costs incurred in connection with the transactions contemplated by this Agreement, including without limitation, the negotiation and preparation of the Loan Documents, the New Ground Lease, and regulatory agreements, and the review of the Partnership Agreement, loan documents and other documents relating to Project financing, management, and operation.

303.5 The Parties agree that any "seller" or "sponsor" loans provided to the Project by Assignor or by BRIDGE or NVEHF, or its affiliated entities, shall be payable only from Assignee's share of Project surplus cash, or Assignee's share of net proceeds of refinancing. Any deeds of trust or other security instruments executed in connection with such seller or sponsor financing shall be subordinated to the City Affordable Housing Covenant, and the deeds of trust securing the Loan, pursuant to subordination agreements in form approved by City, executed by and among the City, Assignee and the holder of such loans, and recorded in the

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Official Records. For the Senior Financing, pursuant to a subordination agreement approved by City, the Affordable Housing Covenant and the City Deed of Trust, each as amended, may be subordinated to the deed of trust (the "**Senior Lender Deed of Trust"**) to be recorded for the benefit of Umpqua Bank, an Oregon corporation (**"Senior Lender"**), provided that only Sections Sections 3, 8(a)(i),(ii), and (iv), inclusive, 9(b)1. through 3., inclusive, of the Affordable Housing Covenant shall be subordinated and the remaining portions of the Affordable Housing Covenant shall have priority over the Senior Lender Deed of Trust.

303.6 Assignor Representations. Assignor represents and warrants to City and Assignee that: (i) Assignor is a duly organized, limited partnership validly existing and in good standing under the laws of the State of California; (ii) Assignor has the power and authority to execute, deliver and perform its obligations under this Agreement; (iii) this Agreement has been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Assignor, and all actions required under Assignor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement have been duly taken; (iv) the execution, delivery and performance of this Agreement do not violate any rule, regulation, statute, law, order, decree, judgment or the like, or any agreement or instrument to which Assignor is a party, (v) Assignor is not in breach or default under the Loan Documents; (vi) Assignor has no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature against City relative to the Loan Documents or this Agreement; (vii) Assignor has not received any notice from any governmental agency relating to any alleged violation of law, ordinance, rule or regulation pertaining to the St. Helena Property; (viii) Assignor has not filed, and currently has no intention to file, for any bankruptcy or debtor relief, and Assignor is not insolvent, (ix) Assignor has received consent to the transfer of the St. Helena Property and the assignments and assumptions contemplated by this Agreement from of all other parties whose consent is required; and (x) this Agreement constitutes a legal, valid and binding obligation of Assignor, enforceable in accordance with its terms, subject to laws affecting creditors' rights and principles of equity.

303.7 Assignee Representations. Assignee represents and warrants to City and Assignor that: (i) Assignee is a duly organized, limited partnership validly existing and in good standing under the laws of the State of California; (ii) Assignee has the power and authority to execute, deliver and perform its obligations under this Agreement; (iii) this Agreement has been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Assignee, and all actions required under Assignee's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement have been duly taken; (iv) the execution, delivery and performance of this Agreement do not violate any rule, regulation, statute, law, order, decree, judgment or the like, or any agreement or instrument to which Assignee is a party; (v) Assignee has no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature against City; (vi) Assignee has not received any notice from any governmental agency relating to any alleged violation of law, ordinance, rule or regulation pertaining to the Property; and (vii) Assignee has not filed, and currently has no intention to file, for any bankruptcy or debtor relief, and Assignee is not insolvent; and (viii) this Agreement constitutes a legal, valid and binding obligation of Assignee, enforceable in accordance with its terms, subject to laws affecting creditors' rights and principles of equity.

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304. Conditions Precedent.

304.1 Conditions Precedent to Amended and Restated Loan Terms. This Agreement, and final execution of the Amended and Restated Promissory Note and Amended and Restated Deed of Trust, is subject to satisfaction of the following conditions, which are solely for the benefit of the City, and which shall be fulfilled or waived by the time periods provided for herein. The Conditions Precedent include:

a. Subject to expiration of any applicable cure period, Original Borrower shall not be in default of any of its obligations under the terms of this Agreement, the Original City Note, the Original Deed of Trust, the Existing Ground Lease, or the Existing Sublease.

b. Bridge shall have executed and delivered a valid termination of the Existing Ground Lease, and Bridge and Original Borrower shall have executed and delivered to City a valid termination of the Existing Sublease.

c. New Borrower shall have executed and delivered to the city this Agreement, the Amended and Restated Promissory Note, and the New Ground Lease.

d. New Borrower shall have executed and delivered to the escrow officer designated by Tenant the Amended and Restated Deed of Trust, the Affordable Housing Covenant, and the Memorandum of Lease for recording against the St. Helena Property.

e. City shall have approved the final terms and conditions of the Approved Project Financing, and any regulatory agreement required of the Approved Project Financing that will have priority to the Loan or Affordable Housing Covenant.

f. Delivery of a binding commitment by a title insurance company acceptable to the City to issue a 2006 or 2021 ALTA lender's policy of Title Insurance with any endorsements the City may reasonably require, insuring the City in the principal amount set forth in the Amended and Restated Promissory Note, of the validity and priority of the Amended and Restated Deed of Trust and the Affordable Housing Covenant upon the St. Helena Property, subject only to reasonable exceptions approved by the City.

g. New Borrower and Original Borrower shall have provided the City with a copy of the resolution for their respective entities approving and authorizing execution of this Agreement and all documents contemplated hereby and with such other documentation required by the City regarding their creation, status and authority to enter into this transaction.

h. New Borrower and Original Borrower shall have provided City with a certificate showing it to be in good standing under the laws of the State of California.

i. New Borrower and Original Borrower shall have satisfied all of the applicable terms and conditions set forth in this Agreement, including without limitation providing evidence that it possesses the insurance required by Section 505 of this Agreement.

j. All of the representations and warranties made by the Original Borrower or New Borrower in this Agreement and, as applicable, in the Amended and Restated Promissory

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Note, the Amended and Restated Deed of Trust, the Affordable Housing Covenant, and the Ground Lease shall be true and correct in all material respects as of the Effective Date.

k. New Borrower shall pay all escrow costs, closing costs, and related expenses, or fees in connection with the New Ground Lease and this Agreement, except attorneys' fees.

305. Approved Project Financing. In connection with the Loan, the Borrower seeks approval of the following:

305.1 The Carryback Loan in favor of the City as defined and further set forth in the New Ground Lease.

305.2 The Senior Loan, as defined in Section 303 of this Agreement.

305.3 A loan from the Department of Housing and Community Development, a public agency of the State of California ("**HCD**") to Borrower, in the aggregate maximum principal amount of $5,840,685 (the "**HCD Loan**"). The HCD Loan is evidenced by a promissory note and secured by a deed of trust in that certain ///[Promissory Note Secured By Deed of Trust]/// dated as of _____, 2024, executed by Borrower to the order of HCD in the face principal amount of $_____ (the "**HCD Note**"), and secured by that certain ///[Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Permanent Financing)]/// Loan Number _____ dated as of _____, 2024 (the "**HCD Deed of Trust**"), executed by Borrower for the benefit of HCD, encumbering Borrower's leasehold interest in the St. Helena Property and fee simple interest in the Calistoga Property, and recorded in the Official Records substantially concurrently with the Amended and Restated Deed of Trust. In connection with the HCD Loan, Borrower and HCD are also entering into that certain ///[Junior Regulatory Agreement, Loan Number _____]/// dated as of _____, 2024, and recorded in the Official Records substantially concurrently with the Amended and Restated Deed of Trust (the "**Junior HCD Regulatory Agreement**"), and that certain ///[Senior Regulatory Agreement (Affordability Restrictions)]/// dated as of _____, 2024, and recorded in the Official Records substantially concurrently with the Amended and Restated Deed of Trust (the "**Senior HCD Regulatory Agreement**", and together with the Junior HCD Regulatory Agreement, the "**HCD Regulatory Agreement**").

305.4 A loan from the City of Calistoga in the aggregate maximum principal amount of ///[$253,878.00]/// (the "**City of Calistoga Loan**"), which City of Calistoga Loan is evidenced by that certain Amended and Restated Secured Promissory Note (City Loan) dated as of _____, 2024 (the "**City of Calistoga Note**"), executed by Borrower in favor of City of Calistoga, and secured by, among other things, that certain Amended and Restated Deed of Trust with Assignment of Rents dated as of _____, 2024 (the "**City of Calistoga Deed of Trust**"), made by Borrower, as trustor, for the benefit of the City of Calistoga, as beneficiary, encumbering the ///[Calistoga Property]///, and being recorded in the Official Records substantially concurrently with the recording of the Amended and Restated Deed of Trust. In connection with the City of Calistoga Loan, Borrower and City of Calistoga also entered that certain Amendment to Regulatory Agreement (Brennan Street Project) dated as of _____, 2024, recording in the Official Records substantially concurrently with the Amended and Restated Deed of Trust, which amends that certain Regulatory Agreement

(Brennan Street Project) dated as of November 22, 1993 by and between the City of Calistoga and Original Calistoga Borrower, which recorded in the Official Records on January 1, 1994 as Document No. 1994-000075 (as amended, the "**City of Calistoga Regulatory Agreement**"). The City of Calistoga Loan is being assigned and assumed pursuant to that certain Assignment, Assumption, and Amendment of Loan Documents, and Consent to Transfer of Property dated as of _____, 2024 (the "**City of Calistoga Assignment and Assumption Agreement**"), by and between the City of Calistoga, Original Calistoga Borrower, and Borrower, pursuant to which Borrower agrees to assume the City of Calistoga Loan from the Original Calistoga Borrower.

305.5 Two separate seller loans as follows: (a) a loan from Calistoga Brannan Housing Associates, a California Limited Partnership in the amount of $443,077, and (b) a loan from Hunt Avenue Associates, a California Limited Partnership in the amount of $516,923 (the "**Seller Loans**"). The Seller Loans will be evidenced by a note executed by Borrower in favor of the respective lenders, and secured by a deed of trust, made by Borrower, as trustor, for the benefit of the respective lenders, as beneficiaries, which will be recorded in the Official Records.

305.6 Two separate sponsor loans as follows: (a) a loan from BRIDGE Housing Corporation, a California nonprofit public benefit corporation, in the approximate amount of $ 6,217,708, and (b) a loan from Napa Valley Community Housing, a California nonprofit public benefit corporation, in the approximate amount of $4,145,139 (the "**Sponsor Loans**"). The Sponsor Loans will be evidenced by a note executed by Borrower in favor of the respective lenders, and secured by a deed of trust, made by Borrower, as trustor, for the benefit of the respective lenders, as beneficiaries, which will be recorded in the Official Records.

306. City Not Liable. In no event shall City be liable to Borrower or any other party, including but not limited to any lender, contractor or subcontractor, for any damage whatsoever which may result in whole or in part from any action or inaction of City hereunder, except to the extent required by law for City's gross negligence or willful misconduct.

400. REPRESENTATIONS AND WARRANTIES

401. City Representations. City represents and warrants to Borrower as follows:

401.1 Authority. City has full power and authority to execute and deliver this Agreement, to execute and deliver all applicable Loan Documents and to perform and observe the terms and provisions of all of the above.

401.2 No Conflict. To the best of City's knowledge, City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

401.3 No Bankruptcy. City is not the subject of a bankruptcy proceeding.

401.4 No Condemnation. No condemnation proceeding or moratorium is pending or threatened against the St. Helena Property or any portion thereof that would impair the use, occupancy or full operation of the St. Helena Property in any manner whatsoever.

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402. New Borrower's Representations. To induce City to enter into the Loan and provide the Loan funds pursuant hereto, New Borrower hereby makes the following representations and warranties to City. The New Borrower shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true, immediately provide written notice of such fact or condition to City.

402.1 Organization. New Borrower is a limited partnership in good standing under the laws of the State of California.

402.2 Authority to Borrow. New Borrower has full power and authority to execute and deliver this Agreement, to make and accept the Loan contemplated hereunder, to execute and deliver all applicable Loan Documents and to perform and observe the terms and provisions of all of the above.

402.3 Authority of Persons Executing Documents. The applicable Loan Documents have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of New Borrower, and all actions required under the New Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of the Loan Documents have been duly taken.

402.4 No Conflict. The execution, delivery and performance by New Borrower of the Loan Documents to which it is a party will not (i) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to New Borrower or the Property; or (ii) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which New Borrower is a party or by which any of its properties may be bound or, except as specifically contemplated herein, result in the creation of any lien on any asset of New Borrower.

402.5 Compliance with Laws; Consent and Approvals. The rehabilitation of the Project shall comply with all Governmental Requirements, including all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency as applicable.

402.6 Valid Binding Agreement. The Loan Documents executed by New Borrower constitute, or if not yet executed, will constitute when so executed, legal, valid and binding obligations of New Borrower enforceable by and against it in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and general principals of equity.

402.7 Pending Proceedings. New Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of New Borrower, threatened against or affecting New Borrower, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to New Borrower, materially and adversely affect New Borrower's ability to repay the Loan or rehabilitate the Project.

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402.8 No Material Adverse Event. There has been no material adverse change in the value or physical condition of the Property or in the financial condition of New Borrower since the dates of the latest financial statements of New Borrower furnished to City, and except as otherwise disclosed to City in a specified writing, New Borrower has not entered into any material transaction that is not disclosed in such financial statements.

402.9 Accuracy. All reports, documents, instruments, information and forms of evidence delivered to City concerning the Loan or security for the Loan or required by the Loan Documents are accurate, correct and sufficiently complete to give City true and accurate knowledge of their subject matter and do not contain any misrepresentation or omission.

402.10 Disclosure of Information. All material information concerning the Property known to New Borrower, or that should have been known to New Borrower in the exercise of reasonable care, has been disclosed to City. There are no facts or information known to New Borrower, or that should have been known to New Borrower in the exercise of reasonable care, that would make any of the information furnished to City by New Borrower inaccurate, incomplete, or misleading in any material respect.

402.11 No Condemnation. No condemnation proceeding or moratorium is pending or threatened against the Property or any portion thereof that would impair the use, occupancy or full operation of the Property in any manner whatsoever.

402.12 FIRPTA. New Borrower is not a "Foreign Person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), or is exempt from the provisions of FIRPTA, and New Borrower has complied and will comply with all of the requirements under FIRPTA.

500. COVENANTS OF NEW BORROWER

501. Additional New Borrower's Financing. The Approved Project Financing is sufficient to finance the rehabilitation of the Project through an application for low-income housing tax credits. Based upon this covenant, the City agrees to subordinate the Affordable Housing Covenant and the Amended and Restated Deed of Trust to the Senior Lender Deed of Trust, the HCD Deed of Trust, and the HCD Regulatory Agreement.

502. Rehabilitation of Project. Once New Borrower has secured the Senior Loan and satisfied all Governmental Requirements necessary to commence rehabilitation of the Property, New Borrower shall complete the Rehabilitation Work in accordance with the provisions of this Agreement and in a good and worker-like manner in accordance with sound building practices as well as all Governmental Requirements. New Borrower shall comply with all existing and future Governmental Requirements and other laws, regulations, orders, building codes, restrictions and requirements of, and all agreements with and commitments to, all governmental, judicial or legal authorities having jurisdiction over the Property, including those pertaining to the rehabilitation of the Project, and with all recorded covenants and restrictions affecting the Property. In the event of any material deviations from the terms of this Agreement, unworker-like performance, the use of defective materials, or the filing of any unapproved liens, City may order that the construction cease immediately, and New Borrower agrees immediately to correct and remedy the same at its sole expense.

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503. Permits, Licenses and Approvals. New Borrower shall properly obtain, comply with and keep in effect all permits, licenses and approvals which are required to be obtained in order to rehabilitate the Project.

504. Notices to City. New Borrower shall promptly notify City in writing of:

a. Any litigation affecting New Borrower, where the amount claimed is One Hundred Thousand Dollars ($100,000.00) or more;

b. Any communication, whether written or oral, that New Borrower may receive from any governmental, judicial or legal authority, giving notice of any claim or assertion that any portion of the Property or the Project fail in any respect to comply with any Governmental Requirement;

c. Any material default by any contractor, design professional, subcontractor, material supplier or surety in the performance of its or their obligations with respect to the construction, or any material adverse change in the financial condition or operations of any of them;

d. Any material adverse change in the physical condition of the Property (including any damage suffered as a result of earthquakes or floods), or in New Borrower's business condition (financial or otherwise), operations, properties or prospects, or New Borrower's ability to repay the Loan; or

e. The institution of any litigation, arbitration or governmental proceeding, or the rendering of a judgment or decision in such litigation or proceeding, which may cause a material adverse effect to New Borrower, the Property or the completion of the construction.

505. Insurance.

505.1 Required Insurance. New Borrower shall maintain, to protect City against all insurable Claims resulting from the actions of New Borrower in connection with this Agreement, the Property and the Project, at the sole cost and expense of New Borrower, the following insurance (or its then reasonably available equivalent): (a) Liability Insurance; (b) Property Insurance; (c) Builder's Risk Insurance.

505.2 Nature of Insurance. All Liability Insurance, and Property Insurance, Insurance policies required by this Agreement shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "XI" (exception may be made for the California Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in California. A Party may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project, which amount(s) shall equal or exceed the amount(s) required by this Agreement; and (ii) such policy otherwise complies with this Agreement.

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505.3 Policy Requirements and Endorsements**.** All insurance policies required by this Agreement shall contain (by endorsement or otherwise) the following provisions:

a. *Insured*. Liability Insurance policies shall name City or its successor in interest, as applicable, as "additional insured." Property Insurance and Builder's Risk Insurance policies shall name City as a "loss payee." To the extent that New Borrower has a tenant or tenants on the Property that are required to secure Liability insurance under the terms of their lease with New Borrower, such tenants shall similarly name City or its successor in interest as "additional insured", and shall list City as a "loss payee" on Property Insurance and Builder's Risk Insurance policies as required under terms of their lease. The coverage afforded to City shall be at least as broad as that afforded to New Borrower (or New Borrower's tenant, as applicable) regarding the Property and the Project and may not contain any terms, conditions, exclusions, or limitations applicable to City that do not apply to New Borrower.

b. *Primary Coverage*. Any insurance or self-insurance maintained by City or its successor in interest shall be in excess of all insurance required under this Agreement and shall not contribute to any insurance required under this Agreement.

c. *Contractual Liability*. Liability Insurance policies shall contain contractual liability coverage, for New Borrower's indemnity obligations under this Agreement. New Borrower's obtaining or failure to obtain such contractual liability coverage shall not relieve New Borrower from nor satisfy any indemnity obligation of New Borrower under this Agreement.

d. *Deliveries to City*. New Borrower shall deliver to City evidence of all insurance policies required by this Agreement as set forth in Section 505.1 and original endorsements for additional insured effecting coverage under this Agreement. Builder's Risk Insurance shall commence prior to Commencement of Construction of the Project. No later than three (3) days before any insurance required by this Agreement expires, is cancelled or its liability limits are reduced or exhausted, New Borrower shall deliver to City evidence of that Party's maintenance of all insurance this Agreement requires. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be cancelled, suspended, voided, reduced in coverage or in limits, except after thirty (30) calendar days" advance written notice of such action has been given to City by certified mail, return receipt requested; provided, however, that thirty (30) days advance written notice shall be required for any such action arising from non-payment of the premium for the insurance. Phrases such as "endeavor to" and "but failure to mail such Notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates or policies of insurance applicable to City pursuant to this Agreement.

e. *Waiver of Certain Claims*. New Borrower shall cause each insurance carrier providing any Liability Insurance, Builder's Risk Insurance, Worker's Compensation Insurance, Automobile Liability Insurance or Property Insurance coverage under this Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to City, if not already in the policy. To the extent that New Borrower obtains insurance with a Waiver of Subrogation, the Parties release each other, and their respective authorized representatives, from any Claims for damage to any Person or property to the extent such Claims are paid by such insurance policies obtained pursuant to and in satisfaction of the provisions of this Agreement.

f. *No Claims Made Coverage*. None of the insurance coverage required under this Agreement may be written on a claims-made basis.

g. *Fully Paid and Non-Assessable*. All insurance obtained and maintained by New Borrower pursuant to this Section 505 shall be fully paid for and non-assessable. However, such insurance policies may be subject to insurer audits.

h. *City Option to Obtain Coverage*. During the continuance of a Default arising from the failure of New Borrower to carry any insurance required by this Agreement, City may, at its sole option, purchase any such required insurance coverage and City shall be entitled to immediate payment from the defaulting Party of any premiums and associated reasonable costs paid by City for such insurance coverage. Any amount becoming due and payable to City under this Section 505 that is not paid within fifteen (15) calendar days after written demand from City for payment of such amount, within an explanation of the amounts demanded, will bear interest from the date of the demand at the rate of eight percent (8%) per annum or the maximum interest rate allowed by applicable law, whichever is less. Any election by City to purchase or not to purchase insurance otherwise required by the terms of this Agreement to be carried by any Party shall not relieve that Party of its obligation to obtain and maintain any insurance coverage required by this Agreement.

i. *Separation of Insured*. All Liability Insurance and Automobile Liability Insurance shall provide for separation of insured for New Borrower and the City. Insurance policies obtained in satisfaction of or in accordance with the requirements of this Agreement may provide a cross-suits exclusion for suits between named insured persons, but shall not exclude suits between named insured persons and additional insured persons.

j. *Deductibles and Self-Insured Retentions*. Any deductibles or self-insured retentions under insurance policies required by this Agreement shall be declared to and approved by City. New Borrower shall pay all such deductibles or self-insured retentions regarding City or, alternatively, the insurer under each such insurance policy shall eliminate such deductibles or self-insured retentions with respect to City.

k. *No Separate Insurance*. New Borrower shall carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this Agreement, unless City is made an additional insured thereon, as required by this Agreement.

l. *Insurance Independent of Indemnification*. The insurance requirements of this Agreement are independent of the Parties" indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit, or modify the Parties" indemnification or other obligations or to limit the Parties" liability under this Agreement, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall the provision of such insurance preclude City from taking such other actions as are available to it under any other provision of this Agreement or otherwise at law or in equity.

506. Indemnity.

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506.1 New Borrower Indemnity Obligations. New Borrower shall indemnify City against any claim to the extent such claim arises from any wrongful intentional act or negligence of New Borrower. New Borrower shall also indemnify City against any and all of the following: (a) any application made by or at New Borrower's request; (b) any agreements that New Borrower (or anyone claiming by or through New Borrower) makes with a Third Person regarding the Property or the Project; (c) any workers compensation claim or determination relating to any employee of New Borrower or their contractors; (d) any Prevailing Wage Action relating to this Agreement or the Project; (e) any Environmental Claim attributable to any action or failure to act by New Borrower. New Borrower assumes the risk of delays and damages that may result to New Borrower from any Third Person legal actions related to City's approval of this Agreement or any associated approvals by City, except in the event of gross negligence or willful misconduct by City, and (f) any claim for relocation assistance or benefits relating to or arising from any residents at the Property. If a Third Person files a legal action regarding City's approval of this Agreement or any associated approval (exclusive of legal actions alleging violation of Government Code Section 1090 by elected officials of City), New Borrower shall indemnify City against such Third Person legal action, including all legal costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. City shall reasonably cooperate in its defense in any legal action subject to this Section 506 subject to New Borrower's indemnity obligations for such legal action. Nothing contained in this Section 506 is intended to be nor shall be deemed or construed to be an express or implied admission that City may be liable to New Borrower or any other party for damages or other relief regarding any alleged or established failure of City to comply with any law. Any legal action that is subject to this Section 506 (including any appeal periods and the pendency of any appeals) shall constitute an Enforced Delay and the time periods for performance by any Party under this Agreement may be extended pursuant to the provisions of this Agreement in Section 803.

506.2 Independence of Insurance Obligations. The indemnification obligations made by New Borrower under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying New Borrower insurance or other obligations under this Agreement. New Borrower's obligation to indemnify City under this Agreement is independent of New Borrower's insurance and other obligations under this Agreement. New Borrower's compliance with its insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify New Borrower's indemnification obligations under this Agreement and are independent of New Borrower's indemnification and other obligations under this Agreement.

506.3 Survival of Indemnification and Defense Obligations. The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

506.4 Indemnification Procedures. Wherever this Agreement requires any Party to indemnify the other Party:

a. *Prompt Notice*. The indemnifying Party shall promptly notify the other Party of any claim.

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b. *Selection of Counsel*. The indemnifying Party shall select counsel reasonably acceptable to the other Party. Counsel to indemnifying Party's insurance carrier that is providing coverage for a claim shall be deemed reasonably satisfactory, except in the event of a potential or actual conflict of interest for such counsel regarding such representation or such counsel proves to be incompetent regarding such representation. Even though the indemnifying Party shall defend the claim, the other Party may, at its option and its own expense, engage separate counsel to advise it regarding the claim and its defense. The other Party's separate counsel may attend all proceedings and meetings. The indemnifying Party's counsel shall actively consult with the other Party's separate counsel. The indemnifying Party's counsel shall, however, control the defense, except to the extent that the other Party waives its rights to indemnity and defense of such Claim.

c. *Cooperation*. The other Party shall reasonably cooperate with the indemnifying Party's defense of the other Party.

d. *Settlement*. The indemnifying Party may only settle a claim without the consent of other Party, if the claim is within the policy limits of applicable insurance policies provided in satisfaction of the requirements of this Agreement and such settlement procures a release of other Party from the subject claims, does not require other Party to make any payment to the claimant and neither the indemnified Party nor indemnifying Party on behalf of the indemnified Party admits any liability.

e. *Insurance Proceeds*. The indemnifying Party's obligations shall be reduced by any net insurance proceeds actually received by the other Party for the matter giving rise to the indemnification obligation.

507. Financial Statements and Reports. New Borrower shall furnish to City, on an annual basis on or before the anniversary of the execution of the Promissory Note, the financial statements of New Borrower, which may be internally prepared, on a consolidating and consolidated basis and in conformity with GAAP, consisting of at least statements of income, cash flow, changes in financial position and stockholders" equity, and a consolidated balance sheet, setting forth in each case in comparative form corresponding figures from the previous financial statements delivered to City pursuant to this Section.

508. Books and Records. New Borrower shall maintain on a current basis complete records pertinent to expenditures incurred under this Agreement, including books of original entry, source documents supporting accounting transactions, service records, a general ledger, canceled checks, and related documents and records to assure proper accounting of funds and performance under this Agreement, for a period of three (3) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Such records shall be kept in a form approved by City. New Borrower shall furnish any and all information and reports which may be required by City. New Borrower shall permit access to books, records and accounts by City or its representatives and employees for the purposes of investigation to ascertain compliance with all applicable rules, regulations and orders, and for the

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purpose of evaluating and monitoring Borrower's performance and compliance with the provisions of this Agreement.

509. Compliance. New Borrower shall comply and shall cause the Property and Project to comply at all times in all material respects with all Governmental Requirements to which they may be subject.

600. REHABILITATION

601. Covenant to Complete the Rehabilitation Work. New Borrower covenants to and for the exclusive benefit of City that New Borrower shall commence, pursue and complete the Rehabilitation Work described in Attachment No. 5 ("Rehabilitation Work") in accordance with the timeframes and other requirements of this Agreement, including but not limited to the commitment not to displace or require the permanent relocation of any tenants as a result of the Rehabilitation Work. The covenants of this Section shall run with the Property until the issuance of a Certificate of Completion for the Rehabilitation Work.

602. Cost of Rehabilitation Work. All cost and expense in performing the Rehabilitation Work, and for all materials and equipment related thereto, shall be borne solely by New Borrower.

603. Licensed General Contractor. The Rehabilitation Work must be performed by a licensed general contractor approved by City in writing, which approval City shall not unreasonably withhold.

604. Construction Contract. The licensed contractor(s) selected by New Borrower shall perform the Rehabilitation Work pursuant to a construction contract (the "**Construction Contract**") entered into by and between the New Borrower and contractor. The Construction Contract must be approved by City in writing, which approval shall not be unreasonably withheld, prior to the Commencement of Construction.

605. Permits and Approvals. Before Commencement of Construction, and except with respect to any Rehabilitation Work, New Borrower shall secure or cause to be secured any and all land use and other entitlements, permits and approvals which may be required pursuant to any Governmental Requirements related to rehabilitation of the Project. City staff will work cooperatively with New Borrower to assist in coordinating the expeditious processing and consideration of all necessary permits, entitlements and approvals.

606. Anti-Discrimination. New Borrower, for itself and its successors and assigns, agrees that, in performing the rehabilitation of the Project, it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial or marital status, disability, veteran or military status, genetic information, political affiliation or opinion, medical condition, pregnancy or pregnancy-related condition, or condition of physical or mental disability or other handicap, age, or source of income or status with regard to public assistance. New Borrower will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff,

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termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. New Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

700. USE AND MAINTENANCE OF THE PROPERTY; NONDISCRIMINATION; RIGHTS OF SECURITY FINANCING HOLDERS

701. Restrictive Covenants. New Borrower covenants and agrees for itself, its successors, assigns, and every successor in interest to devote the St. Helena Property to an affordable housing project in accordance with the terms of the Affordable Housing Covenant.

702. Maintenance of the Property. For the period of time set forth in Section 705, New Borrower shall keep the Property in good condition, order and repair and shall not commit waste or permit impairment, demolition or deterioration of the Property; shall comply with all applicable state and federal regulations addressing the physical condition of the Property and buildings located on the Property and all applicable standards of the City including but not limited to building standards, planning regulations, and utilities code; shall complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed and to pay when due all claims for labor performed and materials furnished; shall maintain the buildings in a habitable condition; and do all other acts which from the character or use of the Property may be reasonably necessary. City shall have the right to inspect the Property during normal business hours, provided New Borrower and the occupant are given at least seventy-two (72) hours written notice prior to any such inspection.

703. Obligation to Refrain from Discrimination.

703.1 New Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial or marital status, disability, veteran or military status, genetic information, political affiliation or opinion, medical condition, pregnancy or pregnancy-related condition, or condition of physical or mental disability or other handicap, age, or source of income or status with regard to public assistance. New Borrower will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. New Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

703.2 New Borrower agrees that there shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial or marital status, disability, veteran or military status, genetic information, political affiliation or opinion, medical condition, pregnancy or pregnancy-related condition, or condition of physical or mental disability or other handicap, age, or source of income or status with regard to public assistance in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of

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the Property, nor shall New Borrower itself or any person claiming under or through New Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

704. Rights of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Property without charges or fees for the purpose of inspection of the Property as to maintenance of the improvements thereon. Such representatives of the City shall be those who are so identified in writing by the City Manager, or his/her designee.

705. Effect and Duration of Covenants. The covenants contained in Sections 701 and 702 of this Agreement shall remain in effect for fifty-seven (57) years commencing with the date the Affordable Housing Covenant is recorded on the St. Helena Property. The covenants against discrimination contained in Section 703 of this Agreement shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the New Borrower and any successors and assigns to the St. Helena Property or any part thereof, and the tenants, lessees, sublessees and occupants of the St. Helena Property, for the benefit of and in favor of the City and any successor in interest thereto.

800. DEFAULTS AND REMEDIES

801. Default. A party to this Agreement shall be in default if it fails to perform or satisfy any obligation or requirement set forth (A) herein within thirty (30) days of receiving written Notice from the non-defaulting party of such default, provided that in the case of a default that cannot with reasonable diligence be cured within thirty (30) days after the effective date of such Notice, such thirty (30) day period shall automatically be extended if and only for so long as Borrower does all of the following: (i) within thirty (30) days after Notice of such default, advise the City of the intention of Borrower to take all reasonable steps to cure such default; (ii) duly commence such cure within such period, and then diligently prosecute such cure to completion; and (iii) complete such cure within a reasonable time under the circumstances; or (B) under any applicable Loan Document after any applicable cure period. City agrees to provide to Borrower's limited partner a copy of any Notice of default delivered to Borrower hereunder and to accept any cure made or tendered by Borrower's limited partner as if made or tendered by Borrower.

802. Remedies.

802.1 City. Upon default by New Borrower subject to applicable notice and cure periods, Borrower shall immediately remit to City all cost and expense, interest and principal due City under the Amended and Restated Promissory Note.

802.2 New Borrower. Upon default by City, New Borrower's sole remedy for such breach shall be to institute an action at law or equity to seek specific performance of the terms of this Agreement. New Borrower shall not be entitled to recover damages for any default by City hereunder. Such legal actions must be instituted in the Superior Court of the County of

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Napa, State of California, or in the United States District Court for the District of California in which Napa County is located.

803. Rights and Remedies Cumulative. The rights and remedies of City hereunder are cumulative, and the exercise by City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default caused by New Borrower.

900. GENERAL PROVISIONS

901. Notices. Any notice required or authorized under this Agreement or under any other Loan Document, or service of process, shall be effective if, and only if, in writing and if, and only if, personally served or mailed, postage prepaid, by registered or certified mail, to the party in question at the address shown below:

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Borrower:	Hunt's Avenue Associates, LP, a California limited partnership 150 Camino Dorado Napa, CA 94558 Attention: Erica R. Sklar
And:	Hunt Pradera II, L.P., a California limited partnership c/o BRIDGE Housing Corporation 600 California Street, Suite 900 San Francisco, CA 94108 Attention: Smitha Seshadri c/o Napa Valley Community Housing 150 Camino Dorado Napa, CA 94558 Attention: Erica R. Sklar
	With a copy to: MCC Housing LLC c/o Merritt Community Capital Corporation 1901 Harrison Street, Suite 1650 Oakland, California 94612 Attention: President & CEO
And a copy to:	Gubb & Barshay LLP 235 Montgomery Street, Suite 1110 San Francisco, CA 94104 Attn: Evan Gross
City :	City of St. Helena 1088 College Avenue St. Helena, California 94574 Attn: City Manager
With a copy to:	Best Best & Krieger LLP 500 Capitol Mall, Suite 1700 Sacramento, CA 95814 Attn: Ethan Walsh

An address set forth in this Section may be changed by the respective party providing the other party with written notice indicating the new address for purposes of this Section.

902. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

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903. Enforced Delay; Extension of Times for Performance. In addition to specific provisions of this Agreement, performance by a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics and pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; inability to secure necessary labor, materials or tools; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City); or any other cause beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Borrower. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the rehabilitation of the Project on the Property shall not constitute grounds of enforced delay pursuant to this Section.

904. Transfers of Interest in Property or Agreement.

904.1 Prohibition. The qualifications and identity of Borrower are of particular concern to City. It is because of those unique qualifications and identity that City has entered into this Agreement with Borrower. Borrower shall not transfer, assign, sell or grant any interest in this Agreement or any portion of the Property except as expressly set forth herein.

904.2 Permitted Transfers. City approval of a transfer of this Agreement or an interest in the Property, or any part thereof, shall not be required in connection with any of the following transfers:

(a) The conveyance or dedication of any portion of the Property to City or other appropriate governmental agency, or the granting of easements or permits, to facilitate the rehabilitation of the Project;

(b) The assignment and assumption authorized under Section 303;

(c) Any mortgage, deed of trust, or other form of conveyance for all or any portion of the Senior Loan, but Borrower shall notify City in advance of any such mortgage, deed of trust or other form of conveyance for financing pertaining to the Property;

(d) A transfer of limited partner interests in Borrower pursuant to the Partnership Agreement;

(e) Exercise by Hunt Pradera II, LLC, a California limited liability company, of either the option to purchase or the right of first refusal with respect to the Project or the limited partner's interest therein, pursuant to that certain Right of First Refusal and Option Agreement entered into concurrently with the Partnership Agreement; and,

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(f) The lease of residential units at the St. Helena Project to qualified tenants in accordance with the Affordable Housing Covenant;

In the event of a transfer by Borrower under subparagraphs (a) through (d), inclusive, not requiring City's prior approval, Borrower nevertheless agrees that at least ten (10) days prior to such assignment it shall give written notice to City of such transfer and satisfactory evidence that the transferee has assumed the obligations of this Agreement, if applicable.

905. Relationship Between City and Borrower. It is hereby acknowledged that the relationship between City and Borrower is not that of a partnership or joint venture and that City and Borrower shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein, City shall have no rights, powers, duties or obligations with respect to the Project, operation, maintenance or management of the Property. Borrower agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Borrower with respect to the Project, operation, maintenance or management of the Property.

906. No Third Party Beneficiaries. This Agreement is made for the sole protection of City and Borrower and their respective permitted successors and assigns, and no other person or persons shall have any right of action hereon, nor should any laborer, materialman, subcontractor, or other third party rely upon the funds deposited hereunder as a source of payment for work done or labor and/or materials supplied in respect to the improvements contemplated hereunder or otherwise, notwithstanding any representation to the contrary made by Borrower or any other person. This Agreement and the other Loan Documents contain all of the terms and conditions agreed to by Borrower, and no other agreement regarding the subject matter of this Agreement, unless it is in writing and signed by the City and Borrower, shall be deemed to exist or to bind any party hereto.

907. Signs. During the rehabilitation of the Project on the Property City may place or require to be placed signs upon the Property, for public display, stating City is providing financing for the Project.

908. City Implementation. The City shall implement this Agreement through its City Manager. The City Manager is hereby authorized by the City to issue approvals, interpretations, waivers and enter into certain amendments to this Agreement on behalf of the City, to the extent that any such action(s) does/do not increase the obligations or liabilities of the City. All other actions shall require the consideration and approval of the City Council. Nothing in this Section shall restrict the submission to the City Council of any matter within the City Manager's authority under this Section, in the City Manager's sole and absolute discretion, to obtain the City Council's express and specific authorization on such matter. The specific intent of this Section is to authorize certain actions on behalf of the City by the City Manager, but not to require that such actions be taken by the City Manager, without further consideration by the City Council.

909. Counterparts. This Agreement may be executed in any number of counterparts and by different signatories hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, for the same effect as if all signatories hereto had signed the same signature

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page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

910. Integration. This Agreement and the Loan Documents contain the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into the Loan Documents and shall be of no further force or effect. Each party is entering into the Loan Documents upon the representations set forth in the Loan Documents and upon each party's own independent investigation of any and all facts such party deems material.

911. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

912. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

913. No Waiver. City may at any time and from time to time waive any one or more of the terms or conditions contained in this Agreement, but any such waiver shall be deemed to be made pursuant to this Agreement and not in modification thereof, and any such waiver in any instance or under any particular circumstances shall not be construed a waiver of such term or condition or of any subsequent default. In order to be effective, all such waivers must be in writing. The failure of City to promptly exercise its rights or remedies shall not be deemed to be a waiver or grounds for the claim of estoppel.

914. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

915. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

916. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

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917. Incorporation of Attachments. All attachments referenced in this Agreement are hereby incorporated into this Agreement by this reference.

918. Legal Advice. Each party represents and warrants to the other the following: they have carefully read the Loan Documents, and in signing the Loan Documents, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in the Loan Documents, or have knowingly chosen not to consult legal counsel as to the matters set forth in the Loan Documents; and, they have freely signed the Loan Documents without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in the Loan Documents, and without duress or coercion, whether economic or otherwise.

919. Time of Essence. Time is expressly made of the essence with respect to the performance by City and Borrower of each and every obligation and condition of the Loan Documents.

920. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

921. Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in the Loan Documents, nor shall any such member, official or employee participate in any decision relating to the Loan Documents which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

922. Time for Acceptance of Agreement. This Agreement, when executed by Borrower and delivered to City, must be authorized, executed and delivered by City on or before forty-five (45) days after signing and delivery of this Agreement by Borrower or this Agreement shall be void, except to the extent that Borrower shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

923. Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

924. Non-Liability of Officials and Employees of City. No member, official or employee of City shall be personally liable to Borrower, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Borrower or its successors, or on any obligations under the terms of the Loan Documents. Borrower hereby waives and releases any claim it may have against the members, officials or employees of City with respect to any default or breach by City or for any amount which may become due to Borrower or its successors, or on any obligations under the terms of the Loan Documents. Borrower makes such release with full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

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

[*Signatures to appear on the following page*.]

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IN WITNESS WHEREOF, City and Borrower have executed this Agreement on the respective dates set forth below.

CITY:

Date:_____ CITY OF ST. HELENA, a municipal corporation

By:_____
[insert name]
Title: _____

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh
City Attorney

Date:_____ **ORIGINAL BORROWER/ASSIGNOR**:

Hunt Avenue Associates, a California Limited Partnership

By: Hunt's Grove, Inc., a California nonprofit public benefit corporation, its General Partner

By: _____
Name: Erika R. Sklar
Title: President

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NEW BORROWER/ASSIGNEE:

Hunt Pradera II, L.P.,
a California limited partnership

By: Hunt Pradera II, LLC,
a California limited liability company,
its General Partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Smitha Seshadri
Executive Vice President

By: Napa Valley Community Housing,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Erica R. Sklar
President and Chief Executive Officer

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ATTACHMENT NO. 1

LEGAL DESCRIPTION

TO BE ADDED

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ATTACHMENT NO. 2

FORM OF AMENDED AND RESTATED PROMISSORY NOTE

AMENDED AND RESTATED PROMISSORY NOTE
(Hunt's Grove Affordable Housing Loan)

Principal Sum Not to Exceed
$431,449.00

_____, 2024
St. Helena, California

1. FUNDAMENTAL PROVISIONS.

The following terms will be used as defined terms in this Amended and Restated Promissory Note (as it may be amended, modified, extended and renewed from time to time, this "Note"). All capitalized terms not herein defined shall have the meaning set forth in the Agreement For Amendment, Assignment, and Assumption of Affordable Housing Loan.

Lender/Payee:	City of St. Helena, a California municipal corporation.
Borrower/Maker:	Hunt Pradera II, L.P., a California limited partnership
Principal Amount:	Four Hundred Thirty One Thousand Four Hundred Forty Nine Dollars ($431,449.00).
Accrued Interest:	Added to Principal as of Closing.
Interest Rate:	4.45% per annum, compounded annually, as modified based on the Applicable Federal Rate at time of closing.
Default Interest Rate:	Eight percent (8%) per annum.
Maturity Date:	_____, 2081, unless the Maturity Date is accelerated as otherwise provided in this Note.
Business Day:	Any day of the year other than Saturdays, Sundays and legal holidays on which Lender's main office at 1088 College Avenue St. Helena, California 94574, is closed.
Deed of Trust:	That certain Amended and Restated Deed of Trust, Assignment of Rents Security Agreement and Fixture Filing of even date herewith executed by Borrower, as "Trustor", for the benefit of Lender, as "Beneficiary".
Loan Documents:	The Agreement For Amendment, Assignment, and Assumption of

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Affordable Housing Loan, this Amended and Restated Promissory Note, the Amended and Restated Deed of Trust, and all other documents securing the repayment of the Note, and instruments executed by the Borrower.

Loan: The loan from Lender to Borrower, which was assigned and assumed pursuant to the Agreement For Amendment, Assignment, and Assumption of Affordable Housing Loan, with all principal and accrued interest, and evidenced by this Note and/or the Loan Documents.

Property: The real estate located at 548 Hunt Avenue in the City of St. Helena, California, and all improvements thereon, and the real estate located at 38 Brannan Street in the City of Calistoga, and all improvements thereon.

Project: The affordable housing projects operated on the Property, with fifty five rental units restricted for occupancy by low- and moderate-income households and with forty-seven rental units restricted for occupancy by low- and moderate-income households.

2. PROMISE TO PAY.

For value received, Borrower promises to pay to the order of Lender, at its office at 1088 College Avenue, St. Helena, California 94574, or at such other place as the Lender hereof may from time to time designate in writing, the Principal Amount together with interest thereon, Accrued Interest, and all other sums due under and secured by the Deed of Trust or by any other Loan Documents.

3. INTEREST; PAYMENTS.

(a) Absent a continuing Event of Default hereunder or under any of the Loan Documents, and subject to Lender's rights and remedies for an Event of Default, the Loan made hereunder shall bear [four and 45/100 percent (4.45%), as modified based on the Applicable Federal Rate at time of closing] annual interest compounded annually. Interest shall be calculated on the basis of a year of 365 days, and charged for the actual number of days elapsed.

(b) All payments of principal and interest due hereunder shall be made (i) without deduction of any present and future taxes, levies, imposts, deductions, charges or withholdings, which amounts shall be paid by Borrower, and (ii) without any other set off, claim or defense of any kind or nature. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by the holder hereof is not less than that required by this Note and/or the Loan Documents. Notwithstanding the foregoing, Borrower shall not be required to pay franchise taxes and taxes imposed on or measured by Lender's net income or gross receipts or other taxes imposed in lieu of such taxes.

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(c) If any payment of principal and interest to be made by Borrower hereunder shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

(d) Annual Residual Receipts Payments. Commencing upon the Project placed-in-service date, by no later than [June 30] of each year, Borrower shall make a payment equal to City's Pro Rata Share of fifty percent (50%) of all Surplus Cash generated by the Project during the previous calendar year to City to reduce the indebtedness owed under this Note (a "Residual Receipts Payment"). Each Residual Receipts Payment due pursuant to this Section shall be due and payable to the City by not later than [June 30] for the previous calendar year.

(i) For purposes of this Note, "**City's Pro Rata Share**" means the percentage calculated by dividing the original principal amount of this Note by the sum of the original principal amounts of (a) this Note, (b) the HCD Loan, as defined in the Loan Documents, and (c) the City of Calistoga Loan, as defined in the Loan Documents. The City's Pro Rata Share will be [2.94%]. By not later than [May 1] of each year following City's issuance of a final certificate of occupancy or equivalent for the Project, Borrower shall provide to City Borrower's calculation of Surplus Cash for the previous calendar year, accompanied by such supporting documentation as City may reasonably request.

(ii) For purposes of this Note, "**Surplus Cash**" means for each calendar year during the term hereof, the amount by which Gross Revenue (defined below) exceeds Annual Operating Expenses (defined below) for the Project. Surplus Cash shall also include net cash proceeds realized from any sale or refinancing of the Project, less fees and closing costs reasonably incurred in connection with such sale or refinancing, and any City-approved uses of the net cash proceeds of the sale or refinancing.

(iii) For purposes of this Note, **"Annual Operating Expenses"** means for each calendar year, the costs reasonably and actually incurred for operation and maintenance of the Property, which shall generally include: (i) Property taxes and assessments imposed on the Project; (ii) debt service due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Project) on senior financing approved by the City ("**Approved Senior Loans**"); (iii) property management fees and reimbursements, on–site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the City; (iv) fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Property, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the approved partnership/asset fees; (v) premiums for insurance required to satisfy the requirements of any lender of senior financing approved by the City or authorized by the Ground Lease; (vi) utility services not paid for directly by tenants, including water, sewer, and trash collection; (vii) maintenance and repair expenses and services; (viii) any

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annual license or certificate of occupancy fees required for operation of the Project; (ix) security services; (x) advertising and marketing; (xi) accrued obligations including amounts payable under the Ground Lease or senior financing approved by the City or authorized by the Ground Lease; (xii) cash deposited into an operating reserve account as required by the holder of an Approved Senior Loan (excluding amounts deposited to initially capitalize the account); (xiii) cash deposits into reserves for capital replacements in an amount no more than $500 per unit per year or such greater amount as reasonably required by the holder of an Approved Senior Loan or as required by a physical needs assessment prepared by a third-party selected or approved by City (xiv) extraordinary operating costs specifically approved in writing by the City; (xv) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves,; (xvi) tenant services, (xvii) any previously unpaid portion of the developer fee; provided however, the aggregate amount of the developer fee may not exceed the developer fee allowable for the Project pursuant to California Tax Credit Allocation Committee regulations; (xviii) a partnership management fee payable to the general partner of Borrower and an asset management fee payable to the investor limited partner of Borrower; (xix) any tax credit adjuster payments owed to Borrower's limited partner pursuant to the Partnership Agreement; and (xx) and other ordinary and reasonable operating expenses approved in writing by the City and not listed above. Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Property.

(iv) For purposes of this Note, **"Gross Revenue"** means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Property under the Ground Lease. Gross Revenue includes, but is not limited to: (i) all rents, fees and charges paid by tenants; (ii) Section 8 payments or other rental subsidy payments received for the dwelling units; (iii) deposits forfeited by tenants; (iv) all cancellation fees; (v) price index adjustments and any other rental adjustments to leases or rental agreements; (vi) net proceeds from vending and laundry room machines; (vii) the proceeds of business interruption or similar insurance not paid to senior lenders; (viii) the proceeds of casualty insurance not used to rebuild the Project and not paid to senior lenders; and (ix) condemnation awards for a taking of part or all of the Project for a temporary period. Gross Revenue does not include tenants' security deposits, loan or grant proceeds, capital contributions or similar advances.

(iii) Borrower shall furnish to City, on an annual basis on or before the anniversary of the execution of this Note, and on or before each May 1 thereafter, the financial statements of Borrower, which may be internally prepared, on a consolidating and consolidated basis and in conformity with GAAP, consisting of at least statements of income, cash flow, changes in financial position and stockholders" equity, and a consolidated balance sheet, setting forth in each case in comparative form corresponding figures from the previous financial statements delivered to City pursuant to this Section.

(e) Final Payment. On the Maturity Date, Borrower shall pay the City all principal

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and interest remaining on the Loan.

4. PREPAYMENT.

(a) Borrower may prepay the Loan, in whole or in part, at any time and from time to time without penalty.

(b) In no event shall Borrower be entitled to re-borrow any amounts prepaid.

5. LAWFUL MONEY.

Principal and interest are payable in lawful money of the United States of America.

6. APPLICATION OF PAYMENTS/LATE CHARGE.

(a) Unless otherwise agreed to, in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided, however, during the continuance of an Event of Default, as defined herein or in any other Loan Document, Lender reserves the right to apply payments among principal, interest, late charges, collection costs and other charges in such order of priority as Lender shall from time to time determine in its sole discretion. All prepayments shall be applied to the indebtedness owing hereunder in such order and manner as Lender may from time to time determine in its sole discretion.

(b) Upon the occurrence, and during the continuance, of an Event of Default, including the failure to pay upon final maturity, Lender, may at its option and in its sole discretion: (i) increase the applicable Interest Rate on this Note to the Default Interest Rate, and/or (ii) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the Default Interest Rate. The undersigned acknowledges that, during the time that any amount is in default, Lender will incur losses that are impracticable, costly, and inconvenient to ascertain. Those losses include, without limitation, the ability to invest amounts then due at the current rate of return and the unavailability of liquid funds. The undersigned agrees that the interest payable hereunder represents a reasonable sum considering all of the circumstances existing on the date of the execution of this Note and represents a reasonable estimate of the losses Lender will incur by reason of late payment. The undersigned further agrees that proof of actual losses would be costly, inconvenient, impracticable, and extremely difficult to fix. Acceptance of the interest will not constitute a waiver of the default with respect to the overdue installment and will not prevent Lender from exercising any of the other rights and remedies available under this Note and/or the Loan Documents. Notwithstanding anything contained herein, the interest rate will not exceed the maximum rate permitted by applicable law.

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7. SECURITY.

This Note is secured, among other security, by security instruments covering real property and personal property of the undersigned located in California, including, without limitation, the Amended and Restated Deed of Trust, which creates a lien on that certain real and personal property described therein.

8. EVENT OF DEFAULT.

The occurrence of any of the following shall be deemed to be an event of default ("Event of Default") hereunder:

(a) default in the payment of principal and/or interest, and/or any other sum advanced by Lender pursuant to the terms and provisions of this Note and/or the Loan Documents within five (5) days from the date due; and/or

(b) the failure to perform any of the other terms, provisions, and obligations of the Borrower and/or any indemnitor pursuant to the Loan Documents within thirty (30) days from the receipt of written notice from the Lender (the "30 Day Notice") that such performance was due; provided, however that if such failure is not reasonably susceptible to cure within said thirty (30) days from receipt of the 30 Day Notice and provided that (i) Borrower shall have in good faith undertaken such cure within said thirty (30) day period and (ii) Borrower shall have diligently prosecuted such cure thereafter, Borrower shall have additional time to prosecute such cure, such additional time not to exceed the one hundred twenty (120) days, from receipt by Borrower of the 30 Day Notice; City agrees to provide to Borrower's limited partner a copy of any Notice of default delivered to Borrower hereunder and to accept any cure made or tendered by Borrower's limited partner as if made or tendered by Borrower;

(c) if any event occurs that is an Event of Default under any of the Loan Documents, the Affordable Housing Covenant and remains uncured beyond the expiration of any applicable notice and cure period.

9. REMEDIES.

Upon the occurrence, and during the continuance, of an Event of Default, then at the sole election and option of the holder hereof, the entire balance of principal together with all accrued interest thereon, and all other amounts payable by Borrower under the Loan Documents shall, without demand or notice, immediately become due and payable. Upon the occurrence of an Event of Default (and so long as such Event of Default shall continue), the entire balance of principal hereof, together with all accrued interest thereon, all other amounts due under the Loan Documents, and any judgment for such principal, interest, and other amounts due under the Loan Documents, shall bear interest at the Default Interest Rate, subject to the limitations contained in Section 14 hereof. No delay or omission on the part of the holder hereof in exercising any right or remedy under this Note and/or under any of the other Loan Documents hereof shall operate as a waiver of such right.

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10. WAIVER.

Borrower hereby waives diligence, demand for payment, presentment for payment, protest, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents, if any). Borrower waives to the full extent permitted by law, the right to plead any and all statutes of limitations and/or any defenses relating to marshaling of assets as a defense.

11. CHANGE, DISCHARGE, TERMINATION, OR WAIVER.

No provision of this Note may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of the holder hereof to exercise and no delay by the holder hereof in exercising any right or remedy under this Note and/or the Loan Documents and/or under the law shall operate as a waiver thereof.

12. ATTORNEY'S FEES.

The undersigned agrees to pay all reasonable costs including, without limitation, reasonable attorney fees, incurred by the holder of this Note in enforcing payment, whether or not suit is filed, including, without limitation, all costs, attorney fees, and expenses incurred by the holder of this Note in connection with any bankruptcy, reorganization, arrangement, or other similar proceedings involving the undersigned that in any way affects the exercise by the holder of this Note of its rights and remedies under this Note. All costs incurred by the holder of this Note in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by the undersigned. Borrower will pay to Lender all attorney fees and other costs referred to in this Section 13 on demand, together with interest from the date of the demand at the Default Rate until paid.

13. SEVERABILITY.

If any provision of this Note is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect.

14. INTEREST RATE LIMITATION.

Borrower hereby agrees to pay an effective rate of interest that is the sum of the interest rate provided for herein, together with any additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the Loan, including, without limitation, the Loan Fee and any other fees to be paid by Borrower pursuant to the provisions of the Loan Documents. Lender and Borrower agree that none of the terms and provisions contained herein or in any of the Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of

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California. In such event, if any holder of this Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on this Note to a rate in excess of the maximum rate permitted to be charged by the laws of the State of California, all such sums deemed to constitute interest in excess of such maximum rate shall, at the option of the holder, be credited to the payment of other amounts payable under this Note and/or the Loan Documents or returned to Borrower.

15. NUMBER AND GENDER.

In this Note the singular shall include the plural and the masculine shall include the feminine and neuter gender, and vice versa.

16. HEADINGS.

Headings at the beginning of each numbered section of this Note are intended solely for convenience and are not part of this Note.

17. CHOICE OF LAW.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

18. INTEGRATION.

The Loan Documents contain the complete understanding and agreement of the holder hereof and Borrower and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

19. BINDING EFFECT.

The Loan Documents will be binding upon, and inure to the benefit of, the holder hereof, Borrower, and their respective successors and assigns. Borrower may not assign its obligations under the Loan Documents.

20. TIME OF THE ESSENCE.

Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

21. SURVIVAL.

The representations, warranties, and covenants of the Borrower in the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

22. NONRECOURSE.

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This Note is a nonrecourse obligation of Borrower. Neither Borrower nor any of its officers, directors, members, or general and limited partners shall have any personal liability for repaying the principal or interest of the Note. In any action brought to enforce the obligations of Maker under this Note, the Deed of Trust or any other instrument or agreement evidencing, securing or relating to the indebtedness evidenced by this Note, the judgment or decree shall be enforceable against Borrower solely and only to the extent of its interest in the property described in the Deed of Trust or its interest in any other security provided by Borrower as security for this Note, and Lender shall not seek any deficiency judgment against the Borrower. The foregoing provisions shall not prevent recourse to the collateral security for the loan, including but not limited to all contracts, documents, reports, surveys, materials, architectural drawings and specifications and other information related to the Project, or constitute a waiver, release or discharge of or otherwise affect the obligation to pay, any indebtedness evidenced by the loan documents executed in connection with the Project or limit the right of any person to name the Borrower or any other person claiming an interest in or right to such collateral as party defendant in any action or suit for judicial foreclosure or in the exercise of any other remedy, including injunctive or other equitable relief, under any of the loan documents executed in connection with this Project so long as no deficiency judgment shall be sought against the Borrower.

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MAKER / BORROWER:

Hunt Pradera II, L.P.,
a California limited partnership

By: Hunt Pradera II, LLC,
a California limited liability company,
its General Partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Smitha Seshadri
Executive Vice President

By: Napa Valley Community Housing,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Erica R. Sklar
President and Chief Executive Officer

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ATTACHMENT NO. 3

FORM OF DEED OF TRUST

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of St. Helena 1088 College Avenue St. Helena, California 94574 Attn: City Manager	

Space above line for Recorder's use only
Exempt from Recording Fees pursuant to Govt. Code § 27383

CITY OF ST. HELENA

AMENDED AND RESTATED LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Amended and Restated Deed of Trust ("Deed of Trust") is made as of _____, 2024, among Hunt Pradera II, L.P., a California limited partnership, a California limited partnership ("**TRUSTOR**"), whose address is 600 California St, Suite 900, San Francisco CA 94108, and the CITY OF ST. HELENA, as trustee and beneficiary (hereafter, "**BENEFICIARY**"), whose address is 1088 College Avenue, St. Helena, California 94574.

Trustor irrevocably grants, conveys, transfers, and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's estate, right, title, and interest in, to, and under the following property (collectively, the "**Property**"): (a) the real property located in the City of St. Helena, Napa County, California, at 548 Hunt Avenue, known as Napa County Assessor's Parcel No. 009-030-019-000 (the "**St. Helena Property**"), described on **Exhibit A** attached hereto and incorporated herein by this reference, and the real property located in the City of Calistoga, Napa County, California, at 38 Brannan Street, known as Napa County Assessor's Parcel No. 011-050-027-000 (the "**Calistoga Property**"), together with all existing and future easements and rights affording access to the St. Helena Property and the Calistoga Property (collectively, the "**Land**"), (b) together with all buildings, structures, and improvements now existing or hereafter constructed thereon (the "**Improvements**"), (c) together with all articles of personal property now or hereafter attached to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property that are, or at any time become, so related to the Property that an interest in them arises under real estate law, or they are otherwise adjudged to be a "fixture" under applicable law (each a "**Fixture**," collectively "**Fixtures**"), (d) together with all other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements.

1. **Secured Obligations.** Trustor makes the grant, conveyance, transfer, and assignment herein for the purpose of securing the following obligations (the "**Secured**

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Obligations"): (a) payment of the principal sum of Four Hundred Thirty One Thousand Four Hundred Forty Nine Dollars ($431,449.00), with interest thereon , according to the terms of a promissory note (the "**Note**") of even date herewith, executed by Trustor in favor of Beneficiary or order and any extension or renewals thereof; (b) payment of such further sums as the then record owner of the Property may borrow from Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (c) performance of each agreement and obligation of Trustor under that certain Agreement For Amendment, Assignment, and Assumption of Affordable Housing Loan executed by Trustor and Beneficiary dated _____, 2024 (the "**Loan Amendment**"), providing for the Rehabilitation Work on the Property and operation of the Property and improvements thereon as affordable housing (the "**Project**"); and (e) obligations under the Affordable Housing Covenant (Hunt's Grove) dated of even date herewith (the "**Affordable Housing Covenant**") recorded against the Property on even date with this Amended and Restated Deed of Trust. The payment of the amount owing pursuant to the terms of the Note by Trustor does not extinguish the rights of the Beneficiary under the Affordable Housing Covenant. This Amended and Restated Deed of Trust shall secure the Beneficiary against any default under the Affordable Housing Covenant for the term of the Affordable Housing Covenant.

2. Maintenance and Repair. Trustor shall (a) keep the Property in good condition and repair and not remove or demolish any building except as may be necessary to construct the Project; (b) complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed; (c) pay when due all claims for labor performed and materials furnished; (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the Property may be reasonably necessary.

3. Insurance. Trustor shall maintain hazard insurance against loss by fire, hazards included with the term "**extended coverage**," and any other hazards for which Beneficiary requires insurance, and liability insurance as set forth in the Loan Agreement. The insurance carrier and the insurance policies and amounts of coverage shall comply with the terms of the Loan Agreement or shall otherwise be acceptable to Beneficiary, the policies shall name Beneficiary as a loss payee or an additional insured, as applicable, the policies shall include Beneficiary as an additional insured, as applicable.

4. Defense of Security. Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. Payment of Taxes and Liens. Trustor shall pay (a) prior to delinquency, all non-abated taxes and assessments affecting the Property, including water stock assessments; (b) when due, all encumbrances, charges, and liens, with interest, on the Property, which are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all reasonable and documented costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any

act provided for in this Deed of Trust after written notice of such failure by Beneficiary and a reasonably opportunity to cure, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust: (w) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (x) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (y) pay, purchase, contest or settle any encumbrance, charge or lien which in the judgment of either appears to be senior to this Deed of Trust; and (z) in exercising any such powers, pay allowable expenses, including attorneys' fees.

6. **Reimbursement of Costs.** Trustor shall pay upon demand all reasonable and documented sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, with interest from date of expenditure at the maximum rate provided in the Note.

7. **No Waiver.** By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

8. **Reconveyance.** That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "**the person or persons legally entitled thereto**."

9. **Assignment of Rents.** Subject to the rights of senior lenders, Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income, and other benefits (collectively, the "**Rents**") derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power, and authority, but not the obligation, to collect the Rents, and to sue, either in the name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor's right, title, and interest in the Rents. So long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use, and enjoy the same. Upon the occurrence of such a default beyond any applicable notice and cure periods, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary's interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default,

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beyond any applicable notice and cure periods, and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend, and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice.

10. Default and Foreclosure. Upon default by Trustor in payment or performance of any Secured Obligation, subject to any applicable notice and cure period, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of a declaration of default and demand for sale and of a notice of default and of a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note or notes, and all documents evidencing expenditures secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3455.

11. Distribution of Foreclosure Proceeds. The proceeds generated by any Foreclosure ("Proceeds") shall be distributed as follows: (i) First, senior liens and encumbrances (if any) on the Project shall be fully paid from the Proceeds; (ii) Second, Beneficiary shall be fully paid any amounts owing under the Secured Obligations; (iii) Third, to the Trustor to the extent the Trustor or its affiliate has unreimbursed predevelopment costs advanced in connection with the Project; (iv) Fourth, Beneficiary shall be paid the difference between the appraised value of the completed Project (applicable portion thereof) as restricted by the Affordable Housing Covenant ("Restricted Value") and the Proceeds ("Differential"); (v) Fifth, any remaining Proceeds shall be distributed in accordance with California Civil Code Section 2924(k). The Differential shall be deposited in Beneficiary's housing fund. Trustor expressly acknowledges and agrees that the Loan Agreement and this Deed of Trust constitutes a lien against the Project and the Differential, including in accordance with California Civil Code Sections 2872, 2924 to 2924h, inclusive ("Differential Lien"). In the event of a Foreclosure, for purposes of distribution of the Differential only, the Differential Lien shall be considered a junior lien or encumbrance within the meaning of California Civil Code section 2924k(a)(3). Trustor hereby irrevocably instructs any holder of the Differential or similar proceeds generated by Foreclosure to immediately disburse the Differential to Beneficiary, and agrees to defend, indemnify and hold Beneficiary and such holder harmless from any and all claims related to such distribution. As used herein, "Foreclosure" means any judicial or non-judicial foreclosure,

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trustee's sale, deed-in-lieu transfer, short sale, or similar transaction.

12. Substitution of Trustee. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties. Said instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the new Trustee.

13. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "**Beneficiary**" shall mean the owner and holder, including pledgees, of the secured note or notes, whether or not named as Beneficiary herein.

14. Trustee Acceptance. Beneficiary agrees to act as Trustee for this Deed of Trust, when it is duly executed and acknowledged, and made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

15. Further Assurances. Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time reasonably require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

16. Condemnation and Insurance Proceeds. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear

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in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in, and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of the Property, or any part thereof, shall be paid to Beneficiary. The foregoing powers of attorney are coupled with an interest and are irrevocable. Trustor hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, subject to the requirements of applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may require. Notwithstanding the above, the Beneficiary shall release all insurance and condemnation proceeds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that such restoration, repair or rebuilding is economically feasible, provided, Beneficiary acknowledges and agrees that if any casualty affects the Property at any point after the execution of this Deed of Trust and prior to the rehabilitation of the Trustor's Improvements, the Trustor shall not be obligated to reconstruct any improvements on the Property. If such insurance proceeds shall be insufficient for such purposes, Trustor shall make up the deficiency. If the Project is subject to a partial condemnation or taking, then the proceeds received therefrom shall be applied to restore the Project taken, provided the Beneficiary determines that such restoration is economically feasible and no default exists under the Loan Documents following the expiration of all applicable cure periods. If the Project is subject to a total condemnation, or if Beneficiary determines that restoration of the Project is not feasible following a partial condemnation, or if a default exists then the proceeds from any condemnation award or claim for damages shall be used first to repay all sums under the Note, with the excess, if any, paid to Trustor, subject to the rights of the senior lender.

17. Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

18. Estoppel Certificate. Trustor shall, within fifteen (15) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth

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the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

19. **California Uniform Commercial Code Security Agreement; Fixture Filing.** Trustor hereby grants Beneficiary a security interest in all personal property of Trustor located on the Property and wherever located and used in any way in connection with or in any way relating to the Property, and whether now owned or hereafter in existence, acquired or created (including equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts, and contract rights), and all fixtures of Trustor now owned or hereafter in existence, acquired or created on, of or relating to the Property, and all substitutions, replacements, additions, accessions, and proceeds (including insurance proceeds) of all of the foregoing (collectively, the "**Personal Property**"). Beneficiary may file this Deed of Trust, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for the Personal Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor shall execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to the Personal Property. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the California Uniform Commercial Code and, at Beneficiary's option, may also invoke any remedies provided in this Deed of Trust as to the Personal Property. In exercising any of such remedies, Beneficiary may proceed against the Property and any of the Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the California Uniform Commercial Code or the remedies provided in the Deed of Trust. This Deed of Trust also covers goods which are or which are to become fixtures on the Property and constitutes and is filed as a fixture filing under the California Uniform Commercial Code.

20. **Due-On-Sale or Encumbrance.** Except as authorized under the Affordable Housing Covenant or a subordination agreement affecting the Secured Obligations, if all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily, or by operation of law, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Deed of Trust.

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The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth, and to Trustor's limited partner at its address set forth in the Loan Agreement entered into by and between Trustor and Beneficiary referenced in Section 1, above.

TRUSTOR:

Hunt Pradera II, L.P.,
a California limited partnership

By: Hunt Pradera II, LLC,
a California limited liability company,
its General Partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Smitha Seshadri
Executive Vice President

By: Napa Valley Community Housing,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Erica R. Sklar
President and Chief Executive Officer

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

TO BE ADDED

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ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2024 before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (seal)

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ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2024 before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (seal)

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ATTACHMENT NO. 4

FORM OF AFFORDABLE HOUSING COVENANT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: 1088 College Avenue St. Helena, California 94574 Attn: City Manager	

Space above line for Recorder's use only
Exempt from Recording Fees pursuant to Govt. Code § 27383

CITY OF ST. HELENA

AFFORDABLE HOUSING COVENANT
(Hunt's Grove)

THIS AFFORDABLE HOUSING COVENANT (the "**Affordable Housing Covenant**") is entered into as of _____, 2024, by and between the CITY OF ST. HELENA, a California municipal corporation (the "**City**") and Hunt Pradera II, L.P., a California limited partnership, ("**Owner**"), which parties agree that certain parcel of real property (the "**Property**") legally described on **Exhibit A**. Owner owns a leasehold interest pursuant to a Ground Lease, entered into on or about the same date hereof (the "**Ground Lease**") with the City, which owns the fee interest in the Property. Pursuant to the Ground Lease, which has a term of ninety-nine (99) years, Owner shall operate the Property in accordance with this Affordable Housing Covenant, will be subject to the conditions, restrictions, reservations, rights and power of termination of the City specified below:

1. PURPOSE. This Affordable Housing Covenant is entered into concurrently with an Agreement For Amendment, Assignment, and Assumption of Affordable Housing Loan ("Affordable Housing Loan Agreement"), for purposes of imposing affordability covenants on the Property for the term of the Ground Lease.

2. USE OF THE PROPERTY. Owner hereby covenants and agrees, for itself, its lessees, successors and assigns, that the Owner shall not use the Property other than for the development, rehabilitation, and operation of an affordable rental housing project (including ancillary uses) in compliance with this Affordable Housing Covenant for the duration of the Ground Lease. All capitalized terms in this Affordable Housing Covenant that are not defined herein shall have the meaning set forth in the Affordable Housing Loan Agreement.

3. REHABILITATION OF THE PROJECT. Owner shall rehabilitate the existing rental units on the Property in accordance with the terms of the Affordable Housing Loan Agreement (the "**Project**").

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4. OCCUPANCY.

(a) For the purposes of this Affordable Housing Covenant, the following definitions shall apply:

(i) Affordable Rent. Affordable Rent shall mean a rent that does not exceed the rent limitations published by the California Tax Credit Allocation Committee ("CTCAC") for a "Low Income Household" or "Moderate Income Household," as defined herein, with a reasonable utility allowance.

(ii) Area Median Income or AMI. The area median gross yearly income area median income for the Napa, California MSA, as published periodically by the United States Department of Housing and Urban Development (HUD).

(iii) Low Income Household. A low income household is defined to be a household whose gross income does not exceed eighty percent (80%) but more than fifty percent (50%) of the Adjusted Median Income.

(iv) Moderate Income Household. A moderate income household is defined to be a household whose gross income is less than one hundred twenty percent (120%) but more than eighty percent (80%) of the Adjusted Median Income.

(b) Affordability Requirements.

(i) Rent and Income Restrictions. From the date of the recording of this Affordable Housing Covenant and thereafter, for the remaining Term of this Affordable Housing Covenant , Owner, for itself and any successors in interest, hereby covenants and agrees that fifty five (55) dwelling units ("Affordable Units") within the Project shall be rented to Low Income Households or Moderate Income Households at a rent that does not exceed the Affordable Rent, as adjusted for household size appropriate to the applicable unit.

(ii) Affordable Unit Mix. At least twenty seven (27) Affordable Units shall be restricted for occupancy by qualifying at or below Low Income Households (the "Low Income Units"). The remaining units shall be set aside for at or below Moderate Income Households (the "Moderate Income Units").

(c) Occupancy of the Property shall be open to all persons regardless of age, race, sex, marital status, color, religion, sexual orientation, political affiliation or opinion, national origin, ancestry, medical condition, or condition of physical or mental disability. In addition, the Owner agrees to conduct its own affirmative action and affirmative action marketing programs as provided herein. Owner additionally shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and with the City's equal employment opportunity programs.

5. INCOME CERTIFICATION.

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Owner shall certify the incomes of all households on the Property in order to ensure that the occupancy standards specified in Section 3 are met. This certification shall be made as follows:

(a) Owner shall verify the incomes of the applicants to establish that the applicants' households have incomes at or below the limits applicable to Low Income Households or Moderate Income Households as specified in Section 3 of this Affordable Housing Covenant.

(b) Owner shall report to the City annually on vacancies filled during the prior year and certify each new household's income as specified above to determine that the occupancy of the Property complies with Section 3.

(c) Tenants who qualify as households of very low, low or moderate income at the commencement of their tenancy shall be deemed to continue throughout the term of their tenancies to be very low, low or moderate income households, respectively, to the end that no tenant shall be denied continued occupancy in the Property because, after occupancy, such tenant's income increases such that the income for such household will no longer qualify such household as qualifying tenants.

6. INCOME AND RENT LEVELS.

(a) For the purposes of this Affordable Housing Covenant, affordable rent levels applicable to very low, low and moderate income households shall comply with rent limitations published by the California Tax Credit Allocation Committee, and shall not exceed the following for the respective income category:

Low Income Household: Adjusted Median Income x 80 % x 30% = Maximum Allowable Rent (Annual).

Moderate Income Household: Adjusted Median Income x 120 % x 30% = Maximum Allowable Rent (Annual).

7. MANAGEMENT AND MAINTENANCE.

(a) The Owner shall be ultimately responsible for all management and maintenance functions at the Property, including selection of tenants, certification of incomes, evictions and other terminations of tenancies, collection of rents, and all repair and maintenance functions, including ordinary and extraordinary maintenance and replacement items, but may discharge such obligations by appointment of a property management agent to assume such functions.

(b) The Owner may contract with a private or public entity for the performance of services or duties required pursuant to subsection 0 above. Such management agent and the terms and conditions of the contract for management services between the Owner and the management agent shall be subject to prior approval of the City, which consent shall not unreasonably be withheld. However, such a contractual arrangement shall not relieve the Owner of responsibility for proper performance of all management duties described herein.

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8. PROHIBITED ACTS.

(a) The Owner shall not without prior written approval of the City:

(i) Make any sale, encumbrance, hypothecation, assignment, conveyance, or transfer of the Property in any form (except individual leases or rental agreements to tenants in accordance with the provisions in this Affordable Housing Covenant) of the Property or any part thereof or any of its interest therein, without prior written approval of the City. Any sale, transfer, encumbrance, hypothecation, assignment, conveyance, or other disposition of the Property or change in the composition of the entities comprising the Owner in violation of this Section shall be null, void and without effect, shall cause a reversion of the title to the Owner and shall be ineffective to relieve the Owner of its obligations under this Affordable Housing Covenant, and any attempted sale, encumbrance, hypothecation, assignment, conveyance, transfer, or other disposition of the Property shall be a breach hereof and default under the Deed of Trust.

(ii) Execute any other agreement(s) with provisions contradictory of, or in opposition to, the provisions hereof. The Owner affirms that the requirements of this Affordable Housing Covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other requirements in conflict therewith which are inferior in recorded priority to this Affordable Housing Covenant.

(iii) Permit the use of the dwelling units at the Property for any purpose except that which was originally intended. To that end, the Owner shall not permit any transient use, or permit any commercial use, of the Property except as approved by the City in writing.

(iv) Invest any funds from the Property in any property, whether real, personal or mixed, other than in the ordinary course of business, except as authorized in writing by the City.

9. DEFAULT.

(a) Events of Default. The occurrence of any of the following shall constitute an Event of Default:

1. The Owner's failure to perform any other obligation (other than obligations described in subparagraph (i), above) under this Affordable Housing Covenant, and such failure is not cured within thirty (30) days after the City gives the Owner written notice that such obligation was not performed; provided that, if such cure cannot reasonably be effected with such 30 day period, such failure shall not be an Event of Default so long as the Owner promptly (in any event, within six months after such notice is given) commences cure, and thereafter diligently prosecutes such cure to completion; or

2. Any representation or warranty in this Affordable Housing Covenant proves to have been incorrect in any material respect when made; or

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3. The Owner is dissolved, liquidated or terminated, and is not replaced by an entity acceptable to the City (which approval shall not unreasonably be withheld); or

4. The Owner is the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or the Owner applies or consents 'to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of the Owner and the appointment continues undischarged or unstayed for 60 days; or the Owner institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or any part of its property; or any similar proceeding is instituted without the consent of the Owner and continues undismissed or unstayed for 60 days.

(b) Remedies Upon Default.

Upon the occurrence of any Event of Default, the City may:

1. Declare the entire sum of accrued interest and the then outstanding principal balance of any promissory note from the City to Owner immediately due and payable.

2. Collect all rents, profits, income and charges in connection with the operation of the units in the Property and use the same, or the proceeds thereof, in such order as the City may determine, toward satisfaction of the Owner's obligations under this Affordable Housing Covenant, toward payment of obligations arising under any trust deeds superior to the Deed of Trust, and toward the necessary expenses of preserving and operating the Property.

3. Take possession of the Property, bring any action necessary to enforce any rights of the Owner growing out of the operation of the Property, and operate the Property in accordance with the terms of this Affordable Housing Covenant and the Deed of Trust, until such time as the City, in its sole discretion, shall determine that the Owner is again in a position to operate the Property in accordance with the terms of this Affordable Housing Covenant.

4. Apply to any court, State or Federal, for specific performance of this Affordable Housing Covenant; for an injunction against any violation by the Owner of this Affordable Housing Covenant, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Affordable Housing Covenant, or for such other relief as may be appropriate, including but not limited to, payment of the principal balance of the Loan plus accrued interest thereon.

The remedies of the City herein, or under any other instrument providing for or evidencing the financial assistance provided herein, are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of all remedies and shall not preclude the exercise by the City of any one or more of its other remedies.

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At the Owner's request, the City shall provide by mail copies of any notice of any violation to all other lien holders, at the address for notices most recently provided by the Owner or such lien holders for such notices, and such parties shall have the same right to cure the Owner's defaults hereunder on behalf of the Owner.

10. SUBORDINATION OF THIS REGULATORY AGREEMENT. Notwithstanding anything in this Agreement to the contrary, in the event that any provision of this Agreement in any way tends to contradict, modify or in any way change the terms of any senior recorded trust deed, security instrument or regulatory agreement encumbering the Property, the Borrower's compliance with such conflicting or contradictory terms of superior trust deeds, security agreements and regulatory agreements shall not be a default hereunder. Notwithstanding the foregoing, no provision hereof shall be construed as being in conflict with or contradicting a superior instrument if the obligations arising hereunder merely require a higher standard of performance than is required under a superior instrument.

11. GENERAL PROVISIONS

(a) The terms of this instrument shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, and successors in office or interest.

(b) The City, its agents and employees, shall have the right after reasonable notice, to review and inspect the books, records and accounts of the Owner specifically regarding the Property, from and after the date of the recordation of this Affordable Housing Covenant and until the termination of this Affordable Housing Covenant.

(c) Any notice, tender, or delivery to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or by mail, postage prepaid, and shall be deemed received upon delivery, if personally delivered, or as of three (3) days from mailing. Notices shall be addressed as set forth below; each party may change its address by written notice in accordance with this Section.

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Owner:	Hunt Pradera II, L.P., a California limited partnership c/o BRIDGE Housing Corporation 600 California Street, Suite 900 San Francisco, CA 94108 Attention: Smitha Seshadri
And:	c/o Napa Valley Community Housing 150 Camino Dorado Napa, CA 94558 Attention: Erica R. Sklar
And a copy to:	Gubb & Barshay LLP 235 Montgomery Street, Suite 1110 San Francisco, CA 94104 Attn: Evan Gross
And a copy to:	MCC Housing LLC c/o Merritt Community Capital Corporation 1901 Harrison Street, Suite 1650 Oakland, California 94612 Attention: President & CEO
City :	City of St. Helena 1088 College Avenue St. Helena, California 94574 Attn: City Manager
With a copy to:	Best Best & Krieger LLP 500 Capitol Mall, Suite 1700 Sacramento, CA 95814 Attn: Ethan Walsh

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(d) This Affordable Housing Covenant represents the entire agreement of the parties hereto with respect to the subject matter hereof and may not be altered or amended except by writing executed between the party to be charged.

(e) If any provision of this Affordable Housing Covenant shall be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(f) The use of the plural in this Affordable Housing Covenant shall include the singular and the singular shall include the plural, and the use of one gender shall be deemed to include all genders.

(g) This Affordable Housing Covenant shall, at the expense of the Owner, be acknowledged by each of the parties and recorded in the Official Records of the County of Napa. This Affordable Housing Covenant shall be indexed in the grantor index to the name of the Owner and in the grantee index to the name of the City.

(h) The Owner and its successor in interest agrees to indemnify, defend, and hold harmless the City, its respective agents, employees and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorney's fees) arising from or in connection with the Owner's management, maintenance or operation of the Property, except for the gross negligence or intentional misconduct of City or any of its employees, or officers.

(i) No waiver by the City of any breach of or default under this Affordable Housing Covenant shall be deemed to be a waiver of any other or subsequent breach thereof or default hereunder.

(j) This Affordable Housing Covenant shall be construed in accordance with and governed by the laws of the State of California.

[Signatures to appear on the following page.]

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IN WITNESS WHEREOF, the City and the Owner have executed this Affordable Housing Covenant by duly authorized representatives, all on the date first written above.

CITY:

Date:_____ CITY OF ST. HELENA, a municipal corporation

By:_____
[insert name]
Title: _____

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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Date:_____ **OWNER**:

Hunt Pradera II, L.P.,
a California limited partnership

By: Hunt Pradera II, LLC,
a California limited liability company,
its General Partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Smitha Seshadri
Executive Vice President

By: Napa Valley Community Housing,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Erica R. Sklar
President and Chief Executive Officer

All signatures must be notarized.

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EXHIBIT A

Property Legal Description

Merger Description
Lands of Our Town St. Helena
City of St. Helena, County of Napa, State of California

Real property situated in the City of St. Helena, County of Napa, State of California, being all of Tract One, Parcel One together with all of Tract Two as said Tracts are described in the Grant Deed to Our Town St. Helena, a California non-profit benefit corporation recorded September 20, 2019 as instrument number 2019-0018836 in the Official Records of the County of Napa, said Tracts being described as a whole for the purposes of a voluntary merger as follows:

Beginning at the Northern corner of said Tract One, Parcel One, described in said instrument number 2019-0018836 as being "the most Western corner of a lot heretofore conveyed to George Chase and wife to one Mrs. F. M. Woodward by Deed recorded December 12, 1884 in Volume 35 of Deeds at page 387, Napa County Records;

thence running along the South Westerly line of lot so conveyed to Mrs. F. M. Woodward, South 38º 30' East 150 feet" to the most Eastern corner of said Tract One, Parcel One;

thence South 51º 30' West parallel with Pope Street and 150 feet distant therefrom 60 feet to the most Southern corner of said Tract One, Parcel One, being the most Eastern corner of said Tract Two;

thence South 51º 30' West 25.0 feet to the most Southern corner of said Tract Two;

thence North 38º 30' West, parallel to the line common to said Tract One, Parcel One and said Tract Two 150.0 feet to the Southeastern line of Pope Street, being the most Western corner of said Tract Two;

thence along said Southeastern line of Pope Street North 51º 30' East 25.00 feet to the most Northern corner of said Tract Two, being the most Western corner of said Tract One, Parcel One;

thence along said Southeastern line of Pope Street North 51º 30' East 60 feet to the Point of Beginning of this description.

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2023 before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (seal)

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2023 before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (seal)

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ATTACHMENT NO. 5

REHABILITATION WORK

[TO BE ADDED]

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ATTACHMENT NO. 6

GROUND LEASE

[TO BE ADDED]

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GROUND LEASE
(Hunt's Grove Affordable Housing)

This Ground Lease (Hunt's Grove Affordable Housing) ("**Lease**") is made and entered into as of _____, 2024 (the "**Effective Date**") by and between the CITY OF ST. HELENA, a municipal corporation of the State of California ("**Landlord**" or "**City**"), and Hunt Pradera II, L.P., a California limited partnership ("**Tenant**").

RECITALS

A. WHEREAS, the City and BRIDGE Housing Corporation, a California nonprofit public benefit corporation ("**BRIDGE**") and Napa Valley Housing Corporation, a California nonprofit public benefit corporation ("**NHVC**") are parties to that Option to Ground Lease Agreement, dated on or about August 22, 2023 ("**Option Agreement**"), regarding an option to lease certain real property described therein and located at 548 Hunt Avenue in the City of St. Helena, California (the "**Property**").

B. WHEREAS, the land comprising the Property (the "**Land Parcel**") is owned in fee by the Landlord, and leased to BRIDGE pursuant to a Second Amended and Restated Land Lease, dated as of May 15, 1991 (the "**Existing Ground Lease**").

C. WHEREAS, the Property is developed with fifty five (55) units of affordable rental housing restricted for occupancy to low- and moderate-income households, plus one (1) unrestricted manager's unit, and related amenities and improvements, which are leased to eligible household pursuant to an Affordable Housing Covenant (the "**Project**").

D. WHEREAS, the Project is owned by Hunt Avenue Associates, a California Limited Partnership ("**Existing Owner**"), which operates low-income affordable housing project under an existing sublease from BRIDGE, dated on or about _____ ("**Existing Sublease**").

E. WHEREAS, Landlord and Tenant desire to enter into this Lease in accordance with the Option Agreement to permit Existing Owner, BRIDGE, and Tenant to obtain financing that will be used to rehabilitate the Property and the Project.

F. WHEREAS, Landlord and Tenant enter into this Lease to preserve affordable rental housing within the City of Helena for the term of the Lease.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, including the representations and covenants contained in this Agreement, Landlord and Tenant agree as follows:

ARTICLE 1.
PROPERTY AND BACKGROUND

1.1 Purpose. The purpose of this Lease is to provide for the lease of that certain Property (defined in Section 1.3) upon which Tenant will own and operate fifty five (55) rental units affordable to low-income households, plus one (1) unrestricted manager's unit, and related amenities (collectively, the "Improvements").

1.2 Tenant. Tenant is Hunt Pradera II, L.P., a California limited partnership. Tenant will operate the Project in accordance with this Lease, subject to the assignment and subletting provisions set forth in Article 15 herein.

1.3 Property. Landlord owns the fee interest in the real property located at and commonly known as 548 Hunt Avenue in St. Helena, California (the "Property"), which is more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference.

1.4 Improvements. The Project includes fifty six (56) residential apartments, which were originally developed by Existing Owner, pursuant to the Existing Ground Lease and Existing Sublease. Existing Owner has conveyed, or will convey, ownership of the Improvements to Tenant pursuant to the Agreement For Amendment, Assignment, and Assumption of Affordable Housing Loan ("Loan Amendment").

1.5 Termination of Existing Leases. Upon the Effective Date of this Lease, the Existing Ground Lease and Existing Sublease shall terminate. Notwithstanding anything to the contrary herein, the termination of the Existing Ground Lease and Existing Sublease shall not operate to terminate the existing leases or otherwise change or modify the rights of occupancy for current residents of the Property.

1.6 Lease of the Property. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, including the affordability covenants set forth herein, Landlord hereby leases and demises to Tenant, and Tenant hereby leases and hires from Landlord, the Property, for the term and upon the covenants and conditions set forth herein. The Tenant acknowledges and understands that the Property will be leased to the Tenant solely for purposes of development and operation of the Project pursuant to this Lease. Upon termination of the Existing Ground Lease and commencement of this Lease, Tenant shall be solely responsible for management of the Property, the Improvements, and all existing leases for residents of the Property.

1.7 Financing. Tenant has secured or will secure financing from Umpqua Bank, an Oregon corporation ("**Initial Senior Leasehold Mortgagee**"), a loan from the City of St. Helena pursuant to that Agreement for Amendment, Assignment, and Assumption of Affordable Housing Loan, of even date herewith, and the Approved Project Financing as defined therein, and the Carryback Loan set forth in Section 4.2 (the "**Approved Initial Financing**") for the purpose of the acquisition, rehabilitation and operation of the Property and the Project. Tenant shall have the right to encumber the leasehold estate created by this Lease by a mortgage, deed of trust or other security instrument, including, without limitation, an assignment of the rents, issues and profits from the Project (the **"Approved Leasehold Mortgage"**) to secure repayment of the following (collectively the "**Approved Financing**"): (i) Approved Initial Financing, (ii) any refinancings of the Approved Initial Financing or any subsequent Approved Financing, and (iii) in connection with a first transfer from an Approved Leasehold Mortgagee (or its nominee) to a third-party following any foreclosure or deed in lieu of foreclosure by such Approved Leasehold Mortgagee (or it nominee). Notwithstanding anything to the contrary herein, the beneficiary under the Leasehold Mortgage (the "**Approved Leasehold Mortgagee**") shall be entitled to the

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lender protections set forth in Exhibit E with respect to the Approved Financing. Exhibit E is incorporated into this Lease as if set forth at full length herein.

ARTICLE 2.
TERM

2.1 Term. Unless terminated earlier in accordance with the provisions of this Lease, the initial term of this Lease shall be for a period of ninety nine (99) years (the "Term"). The term shall expire at 11:59 p.m. on the date which is the ninety ninth (99th) anniversary of the Effective Date.

ARTICLE 3.
CONVEYANCE OF LEASEHOLD TITLE TO THE PROPERTY

3.1 Conveyance of Leasehold Title to the Property.

A. Memorandum of Lease. The Landlord and the Tenant agree to execute and acknowledge for recording, a memorandum in form of Exhibit D, attached hereto, with the Tenant being responsible for the payment of the documentary transfer tax, if any, that may be due in connection with the recording thereof.

B. Condition of Title. At the time that the Landlord delivers possession of the Property to the Tenant, title shall be free and clear of all recorded liens, encumbrances, assessments, leases and taxes except easements of record and encumbrances that are consistent with this Lease as determined by Landlord, and the Approved Financing, as defined herein. Tenant agrees and understands that the commencement of this Lease is subject to termination of all rights of the Existing Ground Lease and Existing Sublease.

C. Delivery of Possession. Existing Owner is in current possession of the Property. Tenant agrees to take possession of the Property upon termination of the Existing Ground Lease directly from Existing Owner, in the Property's current, as-is condition, and subject to the leases or sub-leases of existing residents on the Property. Except for this New Ground Lease, Landlord shall not grant or authorize any other right of possession for the Property.

ARTICLE 4.
RENT

4.1 Base Rent. Commencing on the Commencement Date and during the Term of the Lease, Tenant shall pay annual rent of ONE DOLLAR ($1) (the "**Base Rent**"). Base Rent shall be payable in arrears on each anniversary of the Commencement Date. Tenant may prepay all or any portion of the Base Rent at any time.

4.2 Carryback Loan. Tenant agrees to make a one-time additional payment on the Commencement Date of Eight Hundred Thousand Dollars ($800,000), which amount Landlord shall loan to Tenant (the "**Carryback Loan**") on the Commencement Date, which Carryback Loan shall be evidenced by a promissory note in favor of Landlord for the same amount, on the terms and conditions set forth therein in the form attached hereto as Exhibit B (the "**Carryback**

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Note"), and secured by the subordinate leasehold deed of trust on the terms and conditions set forth in the form attached hereto as Exhibit C (the "**Carryback Deed of Trust**").

4.3 Additional Rent. In addition to and not by way of limitation of Landlord's rights under specific provisions of this Lease, Landlord shall at all times have the right (at its sole election and without any obligation to do so) to advance on behalf of Tenant any amount payable under the terms hereof by Tenant, or to otherwise satisfy any of Tenant's obligations hereunder, provided that (except in case of an emergency calling for immediate payment) Landlord shall first have given Tenant no less than ten (10) business days' advance written notice of Landlord's intent to advance such amounts on behalf of Tenant, and Tenant fails to perform the act/make the expenditure prior to the expiration of such ten (10) business day period. No advance by Landlord shall operate as a waiver of any of Landlord's rights under this Lease and Tenant shall remain fully responsible for the performance of its obligations under this Lease. All amounts advanced by Landlord shall constitute Additional Rent under this Lease, shall be due and payable by Tenant to Landlord within five (5) business days of Tenant's receipt of an invoice from Landlord therefor, together with supporting documentation, and shall bear interest at the rate specified in Section 4.5, below from the date of advance until paid in full.

4.4 Net Lease. This Lease is a net lease and Rent and other payments due and payable hereunder to or on behalf of Landlord shall be paid without notice or demand and, except as specifically provided for in this Lease, without offset, counterclaim, abatement, suspension, deferment, deduction or defense.

4.5 Late Payment of Rent. Any rent required under the terms of this Lease not paid when due shall bear interest at the lesser of eight percent (8%) per annum, simple interest or the maximum rate allowed by law, from the date due.

ARTICLE 5.
TAXES AND ASSESSMENTS

5.1 Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees and other charges ("**taxes**") that are levied and assessed against Tenant's personal property installed or located in or on the Property which become payable during the Term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

5.2 Real Property Taxes.

A. **Revenue & Taxation Code Section 107.6. Possessory Interest Tax**. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section 5.2, be responsible for payment of property taxes levied against such possessory interest

B. Tenant shall pay all real property taxes, assessments and general and special taxes including, without limitation, possessory interest taxes ("**real property taxes**"), levied and assessed against the Property and all real property taxes and assessments levied against Tenant's interests in the Property during the Term. In the event Landlord receives a tax bill for the Property, Landlord shall notify Tenant of the real property taxes, and immediately on

receipt of the tax bill, shall furnish Tenant with a copy of the tax bill. Tenant shall, semiannually, pay the real property taxes not later than the taxing authority's delinquency date. If at any time during the Term of this Lease any authority having the power to tax, including, without limitation, any federal, state, county, city government or any political subdivision thereof (collectively, "**taxing authority**"), shall alter the methods and/or standards of taxation and assessment against the legal or equitable interests of Landlord in the Property or the Improvements located or constructed thereon, in whole or in part, so as to impose a monetary obligation on Landlord in lieu of or in addition to the taxes and assessments in existence as of the date of this Lease, such taxes or assessments based thereon, including, without limitation, (a) a tax, assessment, excise, surcharge, fee, levy, penalty, bond or similar imposition (collectively, "**impositions**"), on Landlord's right to rental or other income from the Property or as against Landlord's leasing of the Property, (b) any impositions in substitution or in lieu, partially or totally, of any impositions assessed upon real property prior to any such alteration, (c) any impositions allocable to or measured by the area of the Property or the rental payable hereunder, including, without limitation, any impositions levied by any taxing authority with respect to the receipt of such rental or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant or any subtenant of the Property or any portion thereof, (d) any impositions upon this lease transaction or any document to which Tenant is a party which creates or transfers any interest or estate in or to the Property (other than any transfer tax which may be due upon recordation of the Memorandum of Lease described in Section 3.1), or (e) any special, unforeseen or extraordinary impositions which, although not specifically described above, can fairly be characterized as a real property tax or a substitute for real property tax, shall be considered as "real property taxes" for the purposes of this Lease. "Real property taxes" shall exclude, however, all general income taxes, gift taxes, inheritance taxes and estate taxes owed by Landlord.

5.3 New Assessments. If any general or special assessment or other governmental charge is levied on any business conducted on the Property, Tenant shall pay any such charge and shall have the right to vote or instruct the Landlord to vote in any election held in connection with the approval of such a charge. If any general or special assessment or other governmental charge is levied on the Property, Landlord shall have the right to vote in any election held in connection with the approval of such charge. Landlord may elect to pay the assessment in full or allow it to go to bond. If Landlord pays the assessment in full, Tenant shall pay to Landlord each time a payment of real property taxes is made a sum equal to that which would have been payable (as both principal and interest) had Landlord allowed the assessment to go to bond.

5.4 Tenant's Tax Liability Prorated. Tenant shall pay all real property taxes and new assessments, if any, regardless of whether the Lease commences on a date that results in a fractional portion of a fiscal tax year included in the lease term. At the expiration or earlier termination of the Term, Tenant's tax liability shall be prorated on the basis of a three hundred sixty-five (365) day year to account for any fractional portion of a fiscal tax year in accordance with this Lease.

5.5 Tax Contest. Without Landlord's prior written consent, Tenant shall not seek a reduction in the assessed valuation of the Property or contest any real property taxes that are to be paid by Tenant. Landlord's consent shall not be unreasonably withheld or delayed. If Landlord consents and Tenant seeks a reduction or contests the real property taxes, the failure on

Tenant's part to pay the real property taxes shall not constitute default as long as Tenant complies with the provisions of this Section 5.5. Nothing in this Section prevents or prohibits Tenant from applying for a welfare tax exemption in a manner authorized by law.

Landlord shall not be required to join in any proceeding or contest brought by Tenant except to the extent that Landlord is required to join in such proceeding in which case it shall be at no cost to Landlord and Landlord shall be provided with an indemnity from Tenant in connection with the same approved by Landlord in its reasonable discretion. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest and penalties incidental to the decision or judgment. If Tenant does not pay the real property taxes when due and Tenant seeks a reduction or contests them as provided in this Section 5.5, before the commencement of the proceeding or contest Tenant shall furnish to Landlord a surety bond issued by an insurance company qualified to do business in California. The amount of the bond shall equal one hundred ten percent (110%) of the total amount of real property taxes in dispute. The bond shall hold Landlord and the premises harmless from any damage arising out of the proceeding or contest and shall insure the payment of any judgment that may be rendered.

ARTICLE 6.
USE, CHARACTER, OPERATION AND MAINTENANCE OF IMPROVEMENTS

6.1 General. Tenant may use the Property and the Project only for the uses specified in Section 1.1 ("primary uses") and uses ancillary to such primary uses as herein specified. Tenant shall use the Property and the Improvements thereon for no other purpose without the prior written consent of Landlord which Landlord may grant or withhold in its sole discretion.

6.2 Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial or marital status, disability, veteran or military status, genetic information, political affiliation or opinion, medical condition, pregnancy or pregnancy-related condition, or condition of physical or mental disability or other handicap, age, or source of income or status with regard to public assistance in the sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements thereon, or any part thereof, and the Tenant itself, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property or the Improvements thereon, or any part thereof.

6.3 Housing Affordability. Tenant shall lease the rental units to eligible Low Income Households and Moderate Income Households, and otherwise operate the Project, pursuant to the requirements of the Affordable Housing Covenant executed in connection with the Loan Amendment (the "Affordable Housing Covenant"). From the Effective Date of this Lease and thereafter, for the remaining Term of this Lease, Tenant, for itself and any successors in interest, hereby covenants and agrees that fifty five (55) dwelling units within the Project shall be rented to Low Income Households or Moderate Income Households at a rent that does not exceed the Affordable Rent, as adjusted for household size appropriate to the applicable unit. Capitalized

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terms used in this Section 6.3 but not otherwise defined in the Lease shall have the meanings set forth in the Affordable Housing Covenant.

6.4 Use Prohibitions. Tenant agrees that in connection with the use and operation of the Property it will not:

A. Permit undue accumulations of garbage, trash, rubbish or any other refuse; or

B. Create, cause, maintain or permit any nuisance (as the same may be defined by applicable law) in, on or about the Property; or

C. Commit or suffer to be committed any waste in, on or about the Property; or

D. Use or allow the Property to be used for any unlawful purpose, or for any purpose which violates the terms of any recorded instrument affecting the Property; or

E. Do or permit to be done anything which in any way unreasonably disturbs the occupants of neighboring property; or

F. Cause or permit any insurance coverage on the Property or the Improvements to become void or voidable or make it impossible to obtain any required insurance at commercially feasible rates; or

G. Intentionally cause or knowingly permit any material structural damage to the Property or the Improvements or to any adjacent public or private property; or

H. Violate any law, ordinance or regulation applicable to the Property and the Improvements thereon.

6.5 General Standards of Maintenance. Tenant shall be fully responsible for the operation and maintenance of the Property and the Improvements, and shall operate and maintain, or cause to be operated and maintained, such Improvements and open space and common areas in good order, condition and repair consistent with the purpose set forth in Section 1.1, subject only to normal wear and tear customary in accordance with applicable codes and ordinances and the practices prevailing in the operation of similar facilities in Napa County. Without limiting the generality of the foregoing, Tenant shall, in accordance with the practices prevailing in the operation of similar developments, observe the following standards:

A. Maintain the surface of all pedestrian areas level, smooth and evenly covered with the type of surfacing material originally installed thereon or such substitute therefor as shall be in all respects equal thereto or better in quality, appearance and durability;

B. Remove all papers, debris, filth and refuse, and sweep, wash down and/or clean all hard surfaces, including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required;

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C. Maintain such appropriate entrance, exit and directional signs, markers and lights as shall be reasonably required;

D. Clean lighting fixtures and relamp and/or reballast as needed;

E. Repaint striping, markers, directional signs, etc., as necessary to maintain in first class condition;

F. Maintain landscaping as necessary to maintain in good condition;

G. Maintain signs, including relamping and/or reballasting and/or repairing as required;

H. Maintain and keep in good condition and repair all benches, shelters, planters, mall coverings, banners, furniture, trash containers, sculptures and other exterior elements;

I. Clean, repair and maintain all common utility systems to the extent that the same are not cleaned, repaired and maintained by public utilities;

J. Provide adequate security lighting in all areas during periods of unrestricted public access, and maintain all security and decorative light fixtures and associated wiring systems;

K. Maintain all surface and storm lateral drainage systems; and

L. Maintain all sanitary sewer lateral connections.

M. Promptly remove any graffiti on or about the Property.

6.6 Governmental Requirements. Except with respect to Landlord's obligations under Article 6 of this Lease, Tenant shall at all times comply with, and shall pay all costs and expenses which may be incurred or required to be paid in order to comply with, any and all laws, statutes, ordinances, rules and regulations ("**laws**") which apply to the operation and use of the Property, including those requiring alterations or additions to be made to, or safety appliances and devices to be maintained or installed in, on or about the Property under any laws now or hereafter adopted, enacted or made and applicable to the Property, and payment of any fees, charges or assessments arising out of or in any way related to the Property as a source of adverse environmental impacts or effects.

ARTICLE 7.
CONDITION OF PROPERTY

7.1 Condition of Property; Remediation and Indemnity.

A. Tenant acknowledges and agrees that it shall take possession of the Property and Improvements from the Existing Owner. Tenant is owned or controlled by Existing Owner and therefore Tenant is fully aware of and knowledgeable about the condition of the

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Property, the Improvements, and existing residents of the Property. Tenant agrees and acknowledges that it takes possession of the Property and the Improvements pursuant to this Lease "as is," in their current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials, as defined below, thereon or therein, and any other matters affecting the Property.

B. Tenant shall defend, indemnify, protect and hold harmless the Landlord and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("Indemnities") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), ("Damages") whenever arising, and resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Property (sometimes herein collectively referred to as "Contamination"), except if such Damages result from the gross negligence, willful misconduct, fraud, misrepresentation or failure to disclose by the Indemnities. The Developer's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at the Developer's sole cost.

C. As used in this Lease, the term "Hazardous Materials" means any substance, material or waste that is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum; (3) asbestos; (4) poly-chlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 *et seq*. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq*. (42 U.S.C. Section 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq*. (42 U.S.C. Section 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property..

7.2 Bona Fide Prospective Purchaser. Landlord and Tenant agree to cooperate and comply with all applicable laws and regulations that may permit either to assert defenses available under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or qualify as a bona fide prospective purchaser, including but not limited to the following:

A. Providing all legally required notices with respect to the discovery or release of any hazardous substance at the Property.

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B. Exercising appropriate care with respect to hazardous substances found at the Property by taking reasonable steps to:

1. Stop any continuing release;

2. Prevent any threatened future release; and

3. Prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance.

C. Providing full cooperation, assistance and access to persons that are authorized to conduct response actions or natural resource restoration at the Property (including the cooperation and access necessary for the installation, integrity and maintenance of any complete or partial response action or natural resource restoration at the Property).

D. Maintaining compliance with any land use restrictions established or relied on in connection with a response action at the Property.

E. Not impeding the effectiveness or integrity of any institutional control employed at the Property or in connection with a response action.

F. Complying with any request for information or administrative subpoena issued by the President of the United States of America under CERCLA.

ARTICLE 8.
CONSTRUCTION AND LIENS

8.1 Scope of Development. The Property shall be rehabilitated, consistent with plans and specifications that have been reviewed and approved by the Landlord in connection with the Loan Amendment. Notwithstanding anything to the contrary in this Lease, the Rehabilitation Work, as defined below, shall be performed and completed in accordance with all approvals by and regulatory requirements from the City.

8.2 Rehabilitation Work. Tenant shall complete all construction and rehabilitation ("Rehabilitation Work") in full conformity with the plans, drawings and related documents provided to and approved by the Landlord at Tenant's sole cost and expense.

8.3 Protection of Landlord. Nothing in this Lease shall be construed as constituting the consent of Landlord, expressed or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations of or repairs to the Property, the Improvements, or any part thereof by any contractor, subcontractor, laborer or materialman, nor as giving Tenant or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in such manner as would give rise to the filing of mechanics' liens or other claims against the fee of the Property or the Improvements thereon. Landlord shall have the right at all reasonable times to post, and keep posted, on the Property any notices which Landlord may reasonably deem necessary for the protection of Landlord and of the Property and the Improvements thereon from mechanics' liens or other claims. Tenant shall give Landlord ten (10) days' prior written notice

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of the commencement of any work to be done on the Property to enable Landlord to post such notices. In addition, Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to Tenant or any of its contractors or subcontractors in connection with the Property and the Improvements thereon.

A. Tenant shall keep the Property and the Improvements thereon free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under it. Tenant agrees to and shall indemnify and save Landlord harmless against liability, loss, damages, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under it.

B. In the event any lien is recorded and not expunged within sixty (60) days of recording, Tenant shall, upon demand, furnish the bond described in California Civil Code Section 8424, or successor statute, which results in the removal of such lien from the Property.

8.4 Notice. Should any claims of lien be filed against the Property or the Improvements thereon, or any action affecting the title to such property, be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

ARTICLE 9.
OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY

9.1 Ownership of Improvements During Term. During the Term of this Lease, the Improvements, including all buildings, structures, fixtures, additions and improvements located on the Property (other than personal property owned by Landlord or others) shall be owned in fee by Tenant; provided, however, that Tenant's rights and powers with respect to such Improvements are subject to the terms and limitations of this Lease and Tenant's interest in such Improvements shall terminate upon the expiration or sooner termination of this Lease but only following the expiration without exercise by Senior Leasehold Mortgagee of its new lease right under Section 2.7 of Exhibit E. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the Improvements are real property. The parties hereto agree that Tenant shall bear all risk of loss with respect to the Improvements and that the benefits and burdens of ownership of the Improvements are vested in Tenant. It is the intention of the parties that the Tenant be treated as owner of the Improvements for federal income tax purposes and shall have all the rights incidental thereto.

9.2 Landlord's Right on Default by Tenant. In the event of any default (if ongoing after any applicable notice and cure period) on the part of Tenant in performing the terms and provisions of this Lease entitling Landlord to possession of the Property, Landlord shall have the immediate right of possession of all personal property permanently affixed to the Property and the right to assume any ownership or leasehold interest of Tenant in any financed or leased personal property, subject to the rights of third party lenders and equipment lessors.

9.3 Removal and Ownership at Termination; Improvements and Personal Property.

A. Improvements. At the expiration or sooner termination of this lease Term but only following the expiration without exercise by Senior Leasehold Mortgagee of its new lease right under Section 2.7 of Exhibit E, the fee title to all improvements, including the Project, shall vest in Landlord without further action of any party, without any obligation by Landlord to pay any compensation therefor to Tenant and without the necessity of a deed from Tenant to Landlord, except as requested by Landlord pursuant to Section 16.2 of this Lease.

B. Personal Property. At the expiration or sooner termination of this lease Term but only following the expiration without exercise by Senior Leasehold Mortgagee of its new lease right under Section 2.7 of Exhibit E, Landlord may, at Landlord's election, require the removal from the Property, at Tenant's sole cost and expense, of all personal property (other than fixtures), as specified in the notice provided for below. A request to take effect at the normal expiration of the Term shall be effected by notice given at least one hundred twenty (120) days before the expiration date. A demand to take effect on any other termination of this lease Term shall be effectuated by notice given concurrently with notice of such termination or within ten (10) days after such termination. Tenant shall be liable to Landlord for costs incurred by Landlord in effecting the removal of personal property, which Tenant has failed to remove after demand pursuant to this section.

1. Tenant may remove any personal property during the Term of this Lease, and within forty-five (45) days after the expiration of the Term of this Lease, that may be removed without damage to the structural integrity of the Property and the Improvements thereon. Tenant shall repair all damage caused by any such removal.

2. Any personal property owned by Tenant and not removed by Tenant within forty-five (45) days following expiration of the Term shall be deemed to be abandoned by Tenant and shall, without compensation to Tenant, then become the Landlord's property, free and clear of all claims to or against them by Tenant or any other person, but subject to the rights of third party lenders and equipment lessors as to which Landlord has notice.

ARTICLE 10.
UTILITIES

10.1 Tenant shall pay when due and shall hold Landlord harmless from any liability for all charges for water, gas, sewage, electricity, telephone waste removal and other utility service supplied to the Property.

ARTICLE 11.
INSURANCE AND INDEMNITY

11.1 Indemnity. Tenant agrees to protect and does hereby agree to indemnify, defend and hold Landlord, its officials, employees, contractors, invitees, and agents harmless from all demands, liability, claims, actions and damages to any person or property, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or connected with: (i) a default by Tenant of its obligations under this Lease, (ii) the use or occupancy of the Property by Tenant, its agents, employees, invitees or contractors, other than those attributable to the

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negligence or willful misconduct of Landlord, its officials, employees, contractors, invitees, or agents, (iii) any workers compensation claim or determination relating to any employee of Tenant or its contractors; (iv) any Prevailing Wage Action arising from or related to the Approved Financing; (v) any Environmental Claim attributable to any action or failure to act by Tenant, and (vi) any claim for relocation assistance or benefits from any residents at the Property. Tenant assumes the risk of delays and damages that may result to Tenant from any third party legal actions related to Landlord's approval of this Ground Lease or any associated approvals, even in the event that an error, omission or abuse of discretion by Landlord is determined to have occurred.

A. For purposes of this Ground Lease, a "Prevailing Wage Action" means any of the following: (a) any determination by the California Department of Industrial Relations that prevailing wage rates should have been paid, but were not; (b) any determination by the California Department of Industrial Relations that higher prevailing wage rates than those paid should have been paid; (c) any administrative or legal action or proceeding arising from any failure to comply with the Federal Davis-Bacon Act (codified as 40 U.S.C. §§ 3141 *et seq*.) or California Labor Code Sections 1720 through 1781, as amended from time to time, regarding prevailing wages, including maintaining certified payroll records; or (d) any administrative or legal action or proceeding to recover wage amounts at law or in equity.

B. For purposes of this Ground Lease, an "Environmental Claim" means any of the following: (a) any claim referenced in Section 7.1(B), and (b) any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including reasonable attorney's fees and costs and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Federal or California law regarding any of the following at, in, under, above, or upon the Property: (a) air, environmental, ground water, or soil conditions; or (b) clean-up, remediation, control, disposal, generation, storage, release, discharge, transportation, use of, or liability or standards of conduct concerning, Hazardous Materials, as now or may, at any later time, be in effect.

11.2 Insurance.

A. Tenant shall obtain or require all contractors it directly engages for rehabilitation of the Improvements to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to Landlord during the term of this Lease.

1. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a limit of not less than three million dollars ($3,000,000.00) (or such lesser amount as may be approved in writing by Landlord). If such insurance contains a general aggregate limit, it shall apply separately to construction work authorized by this License or be no less than two times the occurrence limit and shall also name Landlord, its officials, officers, employees, agents, and volunteers as additional insureds by endorsement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds.

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2. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than one million dollars ($1,000,000.00) each accident shall be maintained. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall contain the same provisions regarding additional insureds as set forth in Section 14.A.i. above.

3. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than one million dollars ($1,000,000.00) each accident.

4. Property Insurance. All-risk property insurance covering the Improvements in the full value of the completed work.

B. Insurance During Rehabilitation Work. During the performance of the rehabilitation work approved under Section 8.1 of this Lease, Tenant, or its contractor, shall maintain Builder's Risk Insurance to be written on an All Risk Completed Value form, in an aggregate amount equal to 100% of the completed insurable value of the Project or portion of the Project on which such contractor is performing work

C. Other insurance requirements. Tenant shall:

1. Prior to taking any actions authorized by this Lease, furnish Landlord with properly executed certificates of insurance and endorsements or copies of insurance policies that evidence all insurance required in this Section 11.2 and that such insurance may not be canceled, allowed to expire, or be materially reduced in coverage except with thirty (30) days' prior written notice to Licensor.

2. Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior to substantial completion of the Improvements.

3. Maintain all insurance required herein through termination of this Lease.

4. Place all insurance required herein with insurers licensed to do business in California and reasonably acceptable to Landlord.

ARTICLE 12.
DAMAGE OR DESTRUCTION

12.1 Restoration.

A. Insured Damage. No loss or damage by fire or any other cause resulting in either partial or total destruction of the Improvements now or hereafter located on the Property, or any fixtures, equipment or machinery used or intended to be used in connection with the Property or the Improvements thereon, shall (except as otherwise provided in Sections 12.1.B, below) operate to terminate this Lease or to relieve or discharge Tenant from the payment of any rent, or other amounts payable hereunder, as and when they become due and

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payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained to be performed and observed by Tenant. Tenant covenants to repair or cause to be repaired and/or reconstruct or cause to be reconstructed any Improvements so damaged or destroyed to the extent, condition and value of such Improvements immediately prior (or if Tenant was in default of its maintenance and repair obligations at the time of such damage or destruction, to the condition and value which would have existed if Tenant had not been in default) to such damage or destruction, assuming full compliance with this Lease. Subject to the rights of Approved Leasehold Mortgagee (as defined in Section 1.7), Tenant also covenants that all insurance proceeds will be applied to the repair and/or reconstruction of such Improvements. Tenant's failure to make such full repair and restoration under any conditions in which it was elected or required so to do shall constitute default hereunder.

B. Uninsured Damage. Notwithstanding the provisions of Section 12.1.A, if, during the term, (i) the Improvements are totally or partially destroyed from a risk not covered one hundred percent (100%) by the sum of the applicable deductible and the insurance required to be carried by Tenant under this Lease, rendering the premises totally or partially inaccessible or unusable, and (ii) the cost of restoration exceeds ten percent (10%) of the then replacement value of the Improvements, Tenant can elect to terminate this Lease, with the consent of each Approved Leasehold Mortgagee and the Investor Limited Partner, by giving notice to Landlord within thirty (30) days after determining the restoration cost and replacement value. If Tenant elects to terminate this Lease and each Leasehold Mortgagee and Investor Limited Partner have consented to the same, Landlord, within ninety (90) days after receiving Tenant's notice to terminate, can elect to pay to Tenant, at the time Landlord notifies Tenant of its election, the difference between one hundred percent (100%) of the replacement value of the Improvements and the actual cost of restoration, in which case Tenant shall restore the Improvements. On Landlord's making its election to contribute, Landlord shall deposit immediately the amount of its contribution with the insurance trustee provided for in the following provisions. If Tenant elects to terminate this Lease and each Approved Leasehold Mortgagee and Investor Limited Partner have consented to the same, and Landlord does not elect to contribute toward the cost of restoration as provided in this paragraph, this Lease shall terminate as of the ninety-first (91st) day following Tenant's notice.

C. Establishment of Insurance Trust and Disbursement Procedures. Assuming that Landlord has made the foregoing election to contribute, and there is available to Tenant insurance proceeds for a portion of the cost of the restoration, Tenant shall make the loss adjustment with the insurance company insuring the loss and on receipt of the proceeds, subject to the rights of all Approved Leasehold Mortgagees, shall immediately pay them to a builder's control company, title company, or bank selected by the mutual agreement of the parties (the "**insurance trustee**"). Landlord shall also immediately deposit with the insurance trustee its required contribution toward the cost of restoration. All sums deposited with the insurance trustee shall be held for the following purposes and the insurance trustee shall have the following powers and duties:

1. The sums shall be paid in installments by the insurance trustee to the contractor retained by Tenant as construction progresses, for payment of the cost of restoration. Any final retention provided for in the contract with such contractor will be paid to the contractor on completion of restoration, payment of all costs, expiration of all applicable lien

periods, and proof that the Improvements and the Property are free of all mechanics' liens and lienable claims.

2. Payments shall be made on presentation of certificates or vouchers from the architect or engineer retained by Tenant showing the amount due. If the insurance trustee, in its reasonable discretion, determines that the certificates or vouchers are being improperly approved by the architect or engineer retained by Tenant, the insurance trustee shall have the right to appoint an architect or an engineer to supervise construction and to make payments on certificates or vouchers approved by the architect or engineer retained by the insurance trustee. The reasonable expenses and charges of the architect or engineer retained by the insurance trustee shall be paid by the insurance trustee out of the trust fund.

3. If the sums held by the insurance trustee are not sufficient to pay the actual cost of restoration Landlord and Tenant shall each deposit one-half (1/2) the amount of the deficiency with the insurance trustee within ten (10) business days after request by the insurance trustee indicating the amount of the deficiency.

4. Any undisbursed funds after compliance with the provisions of this paragraph shall be delivered to Landlord to the extent of Landlord's contribution to the fund, and the balance, if any, shall be paid to Tenant.

5. All actual costs and charges of the insurance trustee shall be paid by Tenant.

6. If the insurance trustee resigns or for any reason is unwilling to act or continue to act, the parties shall substitute a new trustee in the place of the designated insurance trustee.

7. Both parties shall promptly execute all documents and perform all acts reasonably required by the insurance trustee to perform its obligations under this paragraph.

12.2 Waiver. The provisions of this Article 12 shall govern the rights of the parties in the event of any full or partial destruction of the Property. Tenant hereby waives the provisions of Civil Code Section 1932(2) and Civil Code Section 1933(4) and any similar successor statute or law with respect to any destruction of the Property or the Improvements thereon.

12.3 Procedures for Repair and Restoration. In the event of any damage or destruction, Tenant shall promptly give Landlord written notice of such damage or destruction and the date on which such damage or destruction occurred. Tenant shall promptly make proof of loss and shall proceed promptly to collect, or cause to be collected, all valid claims which Tenant may have against insurers or others based upon any such damage or destruction. Except as otherwise provided below, amounts received on account of any losses pursuant to insurance policies shall, subject to the rights of all Approved Leasehold Mortgagees, be used and expended for the purpose of fully repairing or reconstructing the portions of the Improvements on the Property which have been destroyed or damaged. Tenant shall commence and complete or cause to be corrected and completed, in a good and workmanlike manner and in accordance with this Lease, the reconstruction or repair of any part of the Improvements on the Property damaged or

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destroyed, after Landlord has approved Tenant's plans, drawings, specifications and construction schedule for such reconstruction or repair.

ARTICLE 13.
CONDEMNATION

13.1 Definitions.

A. "Condemnation" means (1) the exercise of any governmental power in eminent domain, whether by legal proceedings or otherwise, by a condemnor, and (2) a voluntary sale or transfer to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

B. "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

C. "Award" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation.

D. "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

13.2 Parties' Rights and Obligations to be Governed by Lease. If during the Term there is any taking of all or any part of the Property, any Improvements on the Property or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 13.

13.3 Total Taking. If the Property is totally taken by condemnation, this Lease shall terminate on the date of taking.

13.4 Effect of Partial Taking. If any portion of the Property or the Improvements thereon is taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease, with the consent of each Approved Leasehold Mortgagee and Investor Limited partner, if the remaining portion of the Property is rendered unsuitable (as defined herein) for Tenant's continued use. The remaining portion of the Property shall be deemed unsuitable for Tenant's continued use if, following a reasonable amount of reconstruction, Tenant's business on the Property could not be operated at an economically feasible level. Tenant must exercise its right to terminate by giving Landlord written notice of its election within ninety (90) days after the nature and extent of the taking have been finally determined (and such notice shall include evidence of the consent of each Approved Leasehold Mortgagee and Investor Limited Partner). Such notice shall also specify the date of termination, which shall not be prior to the date of taking. Failure to properly exercise the election provided for in this Section will result in this Lease continuing in full force and effect.

13.5 Restoration of the Premises. If, in Tenant's judgment it is reasonably possible and economically feasible to do so, Tenant shall be entitled to use so much of the award as is necessary to restore or to add on to the Property so that the area and approximate layout of the Property will be substantially the same after the date of taking as they were before the date of

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taking. If it is not reasonably possible and economically feasible to so restore the area and layout of the Property, the remaining provisions of this Article 13 shall govern the rights of the parties. If, after receipt of the award, Tenant fails to promptly commence any reasonably required repair, restoration or reconstruction of the Property and diligently prosecute such repair, restoration or reconstruction to completion, and such failure is not remedied within thirty (30) days of written notice from the Landlord to Tenant, this Lease may be terminated by the Landlord; provided, however, that in the event that the nature of the cure is such that more than thirty (30) days are reasonably required, Tenant shall have such additional period of time as is reasonably required provided that Tenant commences the required repair, restoration or reconstruction within such thirty (30) days and thereafter diligently and continuously prosecutes it to completion.

13.6 Waiver of CCP Section 1265.130. Each party waives the provisions of the Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Property.

13.7 Award. Subject to the rights of Approved Leasehold Mortgagee, the award for the Property and for the Improvements (the "**Condemnation Award**") shall be allocated as follows:

A. Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, taking into consideration the fact that Landlord's interest in the Property is limited to the land (exclusive of the Improvements), as encumbered by this Lease, and, upon the expiration of the Term, a reversionary interest in the Leased Premises and the Improvements. If the Property shall be restored as is contemplated in Section 13.5 above, Tenant shall be entitled to recover the costs and expenses incurred in such restoration out of any award. Thereafter, if the condemning authority does not make separate awards, the Parties agree that any award will be allocated on a proportionate basis.

B. If the parties are unable to agree as to amounts that are to be allocated to the respective interests of each party, then each party shall select an independent M.A.I. real estate appraiser (an "Appraiser"). Each Appraiser shall separately determine the amount of the balance of the award that is to be allocated to the interests of each Party. If the percentage of the balance of the award each Appraiser allocates to Landlord (a) are within ten percent (10%) of each other, the two (2) allocations shall be averaged, and such average shall be the final allocation of the award, or (b) are not within ten percent (10%) of each other, the two (2) Appraisers shall then select a third Appraiser, who shall independently allocate the award between Landlord and Tenant, and the middle of such three allocations shall be the final allocation of the award. Notwithstanding the foregoing, if required by the Senior Leasehold Mortgagee, the Condemnation Award shall be distributed to the Senior Leasehold Mortgagee in accordance with the Senior Leasehold Mortgage if such Taking occurs while the Senior Leasehold Mortgage encumbers the Property. Tenant shall have the right to negotiate directly with the condemnor for the recovery of the portion of the award that Tenant is entitled to under this Section 13.7. Nothing in this Section 13.7 shall be deemed a waiver or surrender by Tenant or any subtenant of any right to receive relocation assistance under Government Code Section 7260, et seq., or compensation for moving of personal property under Code of Civil Procedure Section 1263.260.

ARTICLE 14.
ASSIGNMENT AND SUBLETTING

14.1 General. Except as expressly provided herein, Tenant shall not have the right to assign its rights or obligations under this Lease unless such assignment has been approved in writing by Landlord. Landlord may grant or withhold such approval at its sole but reasonable discretion. Any permitted assignment shall specifically provide that Developer's assignee agrees to be bound by the provisions of this Lease.

When Landlord's consent is required, it shall not unreasonably be withheld, conditioned or delayed. It shall not be unreasonable for Landlord to condition its approval, among other things, upon the proposed assignee having a financial net worth, according to a current financial statement prepared by a certified public accountant, which is reasonably acceptable to Landlord, upon the proposed assignee having a reputation for and experience and qualifications in operating and maintaining similar properties reasonably comparable to that of the Tenant, and upon the proposed assignee having a first-class business reputation. In evaluating the acceptability of the net worth of a proposed assignee, Landlord may require that the assignee's net worth be sufficient to carry out the performance of Tenant's obligation under this Lease. Notwithstanding the foregoing, Landlord agrees that it will not withhold its consent to Tenant's assignment of its interest in this Lease if Tenant demonstrates to the reasonable satisfaction of Landlord that such assignee has a net worth equal to or exceeding that of Tenant as of the Commencement Date, has a reputation for and experience and qualifications in operating and maintaining at least three (3) similar properties, and has a first class business reputation in the real estate industry. Landlord's consent to any one assignment or sublease shall not constitute consent to any other assignment or sublease, and shall not constitute a waiver of the right to give or withhold consent in accordance with this Article 14.

14.2 Subleases.

A. Tenant may sublease all or any portion of the Property upon Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed.

1. Subleases of Residential Units. Landlord hereby consents to all subleases of individual residential rental units constructed on the Property, provided the sublease is consistent with the requirements of Section 6.3 of this Lease and the Affordable Housing Covenant. Tenant shall provide Landlord with copies of all reports and certifications given to state or federal regulatory agencies concerning the rental and income qualifications of subtenants.

2. Other Subleases. For any sublease other than those described in Section 14.2.A.1. above, it shall not be unreasonable for Landlord to withhold its consent of any proposed sublease if the proposed sublessee intends to use the Property for a use other than those authorized by this Lease or that is prohibited under Article 6 of this Lease. At least thirty (30) days prior to the effective date of any sublease of the Property or of any amendment or assignment of an existing sublease, Tenant shall submit a copy of the sublease, amendment or assignment to the Landlord, together with a certification of Tenant that the sublease or

amendment does not grant to the proposed subtenant any option or other right to purchase the Tenant's leasehold interest in the portion of the Property which is the subject of such sublease.

B. In the event that Tenant is unable to make the certifications set forth in subsection A of this Section 14.2, no such sublease, amendment or assignment shall be approved by Landlord. Landlord shall approve or disapprove each such proposed sublease within thirty (30) calendar days of receipt of a copy of the sublease and if not approved or disapproved within such time, the sublease, amendment or assignment shall be deemed approved, but only if the written transmittal of the sublease contains a prominent notice in bold face type that failure to approve or disapprove the sublease within thirty (30) calendar days will result in the sublease being deemed approved. Tenant agrees to promptly provide Landlord with any information reasonably requested by Landlord relating to the identity of any proposed subtenant, the nature of such subtenant's business and the proposed subtenant's financial responsibility.

C. Each sublease entered into on the Property shall comply with the applicable provisions of the Lease. No sublease shall have a term, which extends beyond the Term of this Lease.

14.3 Nondisturbance Agreement. If Landlord has consented to a sublease, then Landlord shall, at Tenant's request, execute and deliver to any subtenant a recognition and nondisturbance agreement which shall assure such subtenant, so long as it is not in default under its sublease, the quiet possession of its subleasehold during the term thereof, notwithstanding Tenant's default or any termination of this Lease, provided that, except to the extent expressly agreed upon by Landlord in writing in such nondisturbance agreement: (a) no sublease shall be for a term which exceeds the Term of this Lease; (b) no sublease shall provide for prepaid rent (excepting an advance payment of the first month's rent and no more than an additional two month's rent as a security deposit); (c) all rental terms shall be reasonable and at prevailing market rates for comparable properties; and (d) no greater burdens are placed upon the Landlord in the sublease than are undertaken by the Landlord under this Lease. To obtain the recognition and nondisturbance agreement, Tenant shall provide Landlord with a fully executed copy of any sublease along with a written request for such agreement.

ARTICLE 15.
TENANT DEFAULTS AND LANDLORD'S REMEDIES

15.1 Defaults by Tenant. Tenant shall be in default under the Lease if:

A. Tenant is at any time in default in the payment of rent or any other monetary sum called for by this Lease for more than ten (10) days following written notice from Landlord to Tenant; or

B. Tenant fails to commence the Rehabilitation Work for a period of ninety (90) days after written notice from the Landlord; or

C. Tenant abandons or substantially suspends construction of improvements on the Property for a period of ninety (90) days after written notice of such abandonment or suspension from Landlord, subject to force majeure as set forth in Section 16.4 hereof; or

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D. Tenant transfers, or suffers any involuntary transfer of the Property or any part thereof in violation of this Agreement; or

E. Tenant assigns, sells, transfers, conveys, encumbers, hypothecates or leases the whole or any part of the Property or any improvement constructed thereon in violation of this Lease; or

F. Tenant fails to perform any other material term or provision of this Lease, including but not limited to compliance with the rent and income restrictions for the residential units in compliance with the Affordable Housing Covenant, within ninety (90) days after written notice thereof from the Landlord; or

G. There occurs, in violation of this Lease, any change in control of Tenant or of a part thereof, or any other act or transaction involving or resulting in a change in the identity of the parties in control of Tenant or the degree of such control.

City agrees to provide to Tenant's limited partner a copy of any Notice of default delivered to Tenant hereunder and to accept any cure made or tendered by Tenant's limited partner as if made or tendered by Tenant

15.2 Remedies. Subject to the rights of the Approved Leasehold Mortgagee as set forth in Exhibit E, upon the occurrence of any default, in addition to any and all other rights or remedies of Landlord hereunder, or by law or in equity provided, Landlord shall have the sole option to exercise the following rights and remedies:

A. Landlord may terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all Tenant's rights in the Property and in all Improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Property and all Improvements in broom-clean condition; and, subject to the provisions in Section 15.2.B, below, respecting the right of certain subtenants to remain, Landlord may reenter and take possession of the Property and all Improvements and eject all parties in possession or eject some and not others, or eject none. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant.

B. Without terminating this Lease, Landlord may at any time and from time to time relet the Property and Improvements thereon or any part or parts of them for the account and in the name of Tenant or otherwise. Landlord may at Landlord's election eject all persons or eject some and not others, or eject none; provided, however, that Landlord shall not have the right to eject any subtenant who is not in default under a sublease whose lease has been duly submitted and approved (if required) in writing by Landlord pursuant to Section 15.3 of this Lease and is not then in default. Any reletting may be for the remainder of the Term or for a longer or shorter period. Landlord may execute any leases made under this provision either in Landlord's name or in Tenant's name, and shall be entitled to all rents from the use, operation, or occupancy of the Property or Improvements thereon, or both. Tenant hereby appoints Landlord its attorney-in-fact for purpose of such leasing. Tenant shall nevertheless pay to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease,

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less the revenue received by Landlord from any reletting or attornment, plus Landlord's expenses, including (by way of example), but not limited to, remodeling expenses, commissions and advertising costs. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant notice of termination.

C. Reletting by Landlord pursuant to Paragraph C, above, does not waive Landlord's right to thereafter terminate this Lease and all of Tenant's rights in or to the leased Property.

D. Notwithstanding the foregoing, during the fifteen (15) year tax credit compliance period for the Project, Landlord shall not be entitled to terminate the Ground Lease, except for an uncured default for failure to comply with the affordability covenants in Section 6 of this Ground Lease.

15.3 Landlord's Right to Cure Tenant's Default. Landlord, at any time after Tenant commits a default which Tenant has failed to cure within the time established therefor, may cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date, shall bear interest at the rate provided in Section 4.5 from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be considered Additional Rent.

ARTICLE 16.
MISCELLANEOUS

16.1 Holding Over. If Tenant shall hold over the leased Property after the expiration of the Term hereof with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease. Tenant hereby agrees to pay during any such holdover period to Landlord as monthly rental an amount equal to the fair market value of the Tenant's leasehold interest at the time of termination, which shall be determined pursuant to an appraisal by a qualified appraiser.

16.2 Attorneys' Fees. In the event that any action or arbitration is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this Lease or for the breach of any covenant or condition of this Lease, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein including, but not limited to, attorneys' fees.

16.3 Quiet Possession. Landlord agrees that Tenant, so long as Tenant is not in default under this Lease and is paying the rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the leased Property throughout the Term hereof without interruption or disturbance from Landlord or any other persons claiming by, through or under Landlord; and Landlord warrants to Tenant that as of the Commencement Date of said lease term, there were no existing tenancies on the leased Property.

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16.4 Force Majeure. Except as to the payment of rent, in addition to the specific provisions of this Lease, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delays due to war; act of terrorism; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the Landlord shall not excuse performance by the Landlord); or any other causes whether similar or dissimilar to the foregoing which is beyond the reasonable control or without the fault of the party claiming an extension of time to perform, and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

16.5 Notices. Any notice to be given or other document to be delivered by either party to the other hereunder shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery, (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below, (iii) the immediately succeeding business day after deposit with Federal Express or other equivalent overnight delivery system or (iv) upon electronic transmission to the principal offices of Landlord and Tenant, and addressed to the party for whom intended, as follows:

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Landlord:	City of St. Helena 1088 College Avenue St. Helena, CA 94574 Attention: City Manager
With a copy to:	Best Best & Krieger LLP 500 Capitol Mall, Suite 1700 Sacramento, CA 95814 Attn: Ethan Walsh
Tenant:	Hunt Pradera II, L.P., a California limited partnership c/o BRIDGE Housing Corporation 600 California Street, Suite 900 San Francisco, CA 94108 Attention: Smitha Seshadri
And:	c/o Napa Valley Community Housing 150 Camino Dorado Napa, CA 94558 Attention: Erica R. Sklar
And a copy to:	Gubb & Barshay LLP 235 Montgomery Street, Suite 1110 San Francisco, CA 94104 Attn: Evan Gross
And a copy to:	MCC Housing LLC c/o Merritt Community Capital Corporation 1901 Harrison Street, Suite 1650 Oakland, California 94612 Attention: President & CEO
Lender:	TO BE ADDED

Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

16.6 Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or other terms, covenants, agreements, restrictions and conditions hereof.

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16.7 Surrender. Upon the expiration or sooner termination of the Term of this Lease, and notwithstanding anything herein contained to the contrary, Tenant shall surrender to Landlord all and singular the leased Property, together with the Improvements then situated thereon, in good condition and repair, except for reasonable wear and tear.

16.8 Binding. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only Landlord and Tenant, but to each of their respective heirs, administrators, executors, successors and assigns. Whenever in this Lease reference is made to either Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of such parties, the same as if in every case expressed.

16.9 Landlord's Right to Enter Property. Landlord and its authorized representatives shall have the right to enter the Property at all reasonable times, after giving Tenant three (3) business days' prior written notice, for any of the following purposes: to determine whether the Property is in good condition and whether Tenant is complying with its obligations under this Lease; to do any necessary maintenance and to make any restoration to the Property that Landlord has the right or obligation to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Lease; to do any necessary maintenance and to make any restoration to the Property that Landlord has the right or obligation to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Lease; to post "for sale" signs at any time during the term, so long as such signs make it clear at first impression it is Landlord's interest alone that is for sale; to post "for rent" or "for lease" signs during the last one (1) year of the term, or during any period while Tenant is in default; to show the Property to prospective brokers, agents, buyers, tenants or persons interested in an exchange, at any time during the term; and to do any act or thing necessary for the safety or preservation of the Property if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street.

A. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Property as provided in this section other than those caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors.

B. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this section.

16.10 Disclaimer of Partnership. The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

16.11 Memorandum. A short form Memorandum of this Lease ("**Memorandum**"), in form attached as Exhibit D, shall be recorded within five (5) working days after the time this Lease is executed. The Parties agree to make any amendment or modification of the Memorandum in such form as shall be reasonably required (i) for Tenant to be able to obtain a

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leasehold title policy insuring Tenant's leasehold interest in the Property, or (ii) by Approved Leasehold Mortgagee.

16.12 Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord within thirty (30) days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

16.13 Interpretation. The titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

16.14 Covenants and Conditions. Each term and each provision, including, without limitation, the obligation for the payment of rent, to be performed by Tenant or Landlord, as the case may be, shall be construed to be both a covenant and a condition of this Lease.

16.15 Integration. This Lease and the exhibits and documents of both incorporated by reference, constitutes the entire agreement between the parties and there are no conditions, representations or agreements regarding the matters covered by this Lease which are not expressed herein.

16.16 Estoppel Certificate. If upon any sale, assignment, proposed financing or hypothecation of the Property or the land thereunder by Landlord or Tenant an estoppel certificate shall be required from Tenant or Landlord (as applicable), Tenant and Landlord agrees to deliver to the other, within ten (10) business days after written request therefor by the other, a statement in recordable form addressed to any such proposed mortgagee or purchaser, or to Landlord, in a form requested by Landlord's or Tenant's mortgagee or purchaser, certifying that this Lease is unmodified and is in full force and effect (if such be the case), certifying the commencement and termination dates of the lease term, certifying that there has been no assignment or subletting of this Lease (or providing detail regarding any such assignment or subletting), and that there are no defenses or offsets hereto (or stating those claimed by Tenant or Landlord, as applicable) and containing such other information as may reasonably be requested by the party to whom such certificate is addressed. In the event Tenant or Landlord fails to deliver such estoppel certificate to the other within the ten (10) day period provided above, it shall be deemed that this Lease is in full force and effect and that such party has no defenses or offsets against the other.

16.17 Landlord's Right to Sell. Landlord shall have the right to sell its fee estate in the Property and assign its interest in this Lease without limitation; provided, however, that any such sale shall be subject to this Lease. Upon any such conveyance, Landlord shall automatically be relieved of any obligations under this Lease other than those obligations, which accrued prior to the date of such conveyance.

16.18 Restriction on Landlord's Right to Encumber its Interest. Landlord shall not mortgage, hypothecate, pledge or encumber its interest in the Property or any part thereof without the prior written consent of the Approved Leasehold Mortgagees, unless there is an express subordination of the new lender's lien on Landlord's interest in the Property to this Lease (and all Approved Leasehold Mortgagees made in compliance with this Lease), which

subordination shall be in a form acceptable to the Approved Leasehold Mortgagee, in its sole and absolute discretion. Provided that either (i) this Lease is in effect, (ii) Senior Leasehold Mortgagee's right to a new lease under Section 2.7 has not expired following any termination, or (iii) a new lease with Senior Leasehold Mortgagee (or its nominee) is in effect per Section 2.7, Landlord further irrevocably and unconditionally agrees that any mortgage, deed of trust or other security instrument now or hereafter encumbering all or any part of the Landlord's interest in the Property shall automatically be subject and subordinate in all respects to the lien of the Lease (and all amendments, modifications, extensions and renewals hereof) and all existing and future Approved Leasehold Mortgages (and all amendments, modifications, extensions and renewals thereof). Landlord shall, at the request of any Approved Leasehold Mortgagee, cause the holder of each such mortgage, deed of trust and other security instrument to execute and deliver to the requesting Approved Leasehold Mortgagee a written and recordable subordination agreement in form and substance as required by such Approved Leasehold Mortgagee in its sole and absolute discretion.

16.19 Amendments to This Lease. Landlord and Tenant agree to mutually consider reasonable requests for amendments to this Lease that may be made by either of them, subtenants of Tenant, lending institutions or bond counsel or financial consultants to Landlord or Tenant, provided such requests are consistent with this Lease and would not materially alter the basic business terms included herein. No amendment hereto shall be effective unless in writing and signed by the parties hereto.

16.20 Time is of the Essence. Time is of the essence in the performance of the terms and conditions of this Lease.

[Signatures continued on following page]

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their lawfully authorized representatives.

LANDLORD:

CITY OF ST. HELENA, a municipal corporation of the State of California

By:_____
Anil Comelo, City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

TENANT:

Hunt Pradera II, L.P.,
a California limited partnership

By: Hunt Pradera II, LLC,
a California limited liability company,
its General Partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Smitha Seshadri
Executive Vice President

By: Napa Valley Community Housing,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Erica R. Sklar
President and Chief Executive Officer

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EXHIBIT A

Property Legal Description

[TO BE ADDED]

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EXHIBIT B

FORM OF NOTE

RESIDUAL RECEIPTS PROMISSORY NOTE
(Hunt's Grove Lease)

Principal Sum Not to Exceed
$800,000.00

_____, 2024
St. Helena, California

1. FUNDAMENTAL PROVISIONS.

The following terms will be used as defined terms in this Residual Receipts Promissory Note (as it may be amended, modified, extended and renewed from time to time, this "Note").

Lender/Payee:	City of St. Helena, a California municipal corporation.
Borrower/Maker:	Hunt Pradera II, L.P., a California limited partnership
Principal Amount:	Eight Hundred Thousand Dollars ($800,000.00).
Interest Rate:	3% per annum simple interest.
Default Interest Rate:	Eight percent (8%) per annum.
Maturity Date:	_____, 2081, unless the Maturity Date is accelerated as otherwise provided in this Note.
Business Day:	Any day of the year other than Saturdays, Sundays and legal holidays on which Lender's main office at 1088 College Avenue St. Helena, California 94574, is closed.
Ground Lease:	The Ground Lease entered into by Borrower and Lender, dated of even date herewith, regarding the affordable housing project located on the Property.
Leasehold Deed of Trust	The deed of trust executed by Borrower in favor of City to secure this Note.
Loan Documents:	This Note and all other documents securing the repayment of the Note, and instruments executed by the Borrower to consummate and secure the Note.

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Loan:	The loan from Lender to Borrower, with all principal and accrued interest, as evidenced by this Note, for purposes of paying rent under the Ground Lease.
Property:	The real estate located at 548 Hunt Avenue in the City of St. Helena, California, and all improvements thereon, and the real estate located at 38 Brannan Street in the City of Calistoga, and all improvements thereon.
Project:	The affordable housing project operated on the Property, with fifty five rental units restricted for occupancy by low- and moderate-income households and with forty-seven rental units restricted for occupancy by low- and moderate-income households.

2. PROMISE TO PAY.

For value received, Borrower promises to pay to the order of Lender, at its office at 1088 College Avenue, St. Helena, California 94574, or at such other place as the Lender hereof may from time to time designate in writing, the Principal Amount together with interest thereon, and all other sums due under and secured by the Deed of Trust or by any other Loan Documents.

3. INTEREST; PAYMENTS.

(a) Absent a continuing Event of Default hereunder or under any of the Loan Documents, and subject to Lender's rights and remedies for an Event of Default, the Loan made hereunder shall bear three percent (3%) simple interest annually. Interest shall be calculated on the basis of a year of 365 days, and charged for the actual number of days elapsed.

(b) All payments of principal and interest due hereunder shall be made (i) without deduction of any present and future taxes, levies, imposts, deductions, charges or withholdings, which amounts shall be paid by Borrower, and (ii) without any other set off, claim or defense of any kind or nature. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by the holder hereof is not less than that required by this Note and/or the Loan Documents. Notwithstanding the foregoing, Borrower shall not be required to pay franchise taxes and taxes imposed on or measured by Lender's net income or gross receipts or other taxes imposed in lieu of such taxes.

(c) If any payment of principal and interest to be made by Borrower hereunder shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

(d) Annual Residual Receipts Payments. Commencing upon the Project placed-in-service date, by no later than [June 30] of each year, Borrower shall make a payment equal to City's Pro Rata Share of fifty percent (50%) of all Surplus Cash generated by the Project during the previous calendar year to City to reduce the indebtedness owed under this Note (a "Residual

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Receipts Payment"). Each Residual Receipts Payment due pursuant to this Section shall be due and payable to the City by not later than [June 30] for the previous calendar year.

(i) For purposes of this Note, "**City's Pro Rata Share**" means the percentage calculated by dividing the original principal amount of this Note by the sum of the original principal amounts of (a) this Note, (b) the loans provided by the Department of Housing and Community Development ("**HCD**") for the Project, and (c) the loan provided by the City of Calistoga to Borrower that is secured against the Property . The City's Pro Rata Share will be [5.46%]. By not later than [May 1] of each year following City's issuance of a final certificate of occupancy or equivalent for the Project, Borrower shall provide to City Borrower's calculation of Surplus Cash for the previous calendar year, accompanied by such supporting documentation as City may reasonably request.

(ii) For purposes of this Note, "**Surplus Cash**" means for each calendar year during the term hereof, the amount by which Gross Revenue (defined below) exceeds Annual Operating Expenses (defined below) for the Project. Surplus Cash shall also include net cash proceeds realized from any sale or refinancing of the Project, less fees and closing costs reasonably incurred in connection with such sale or refinancing, and any City-approved uses of the net cash proceeds of the sale or refinancing

(iii) For purposes of this Note, **"Annual Operating Expenses"** means for each calendar year, the costs reasonably and actually incurred for operation and maintenance of the Property, which shall generally include: (i) Property taxes and assessments imposed on the Project; (ii) debt service due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Project) on senior financing approved by the City ("**Approved Senior Loans**"); (iii) property management fees and reimbursements, on–site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the City; (iv) fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Property, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the approved partnership/asset fees; (v) premiums for insurance required to satisfy the requirements of any lender of senior financing approved by the City or authorized by the Ground Lease; (vi) utility services not paid for directly by tenants, including water, sewer, and trash collection; (vii) maintenance and repair expenses and services; (viii) any annual license or certificate of occupancy fees required for operation of the Project; (ix) security services; (x) advertising and marketing; (xi) accrued obligations including amounts payable under the Ground Lease or senior financing approved by the City or authorized by the Ground Lease; (xii) cash deposited into an operating reserve account as authorized by the City (excluding amounts deposited to initially capitalize the account); (xiii) cash deposits into reserves for capital replacements in an amount no more than $500 per unit per year or such greater amount as reasonably required by the holder of an Approved Senior Loan or as required by a physical needs assessment prepared by a third-

party selected or approved by City (xiv) extraordinary operating costs specifically approved in writing by the City; (xv) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves,; (xvi) tenant services, (xvii) any previously unpaid portion of the developer fee; provided however, the aggregate amount of the developer fee may not exceed the developer fee allowable for the Project pursuant to California Tax Credit Allocation Committee regulations; (xviii) a partnership management fee payable to the general partner of Borrower and an asset management fee payable to the investor limited partner of Borrower; (xix) any tax credit adjuster payments owed to Borrower's limited partner pursuant to the Partnership Agreement; and (xx) and other ordinary and reasonable operating expenses approved in writing by the City and not listed above. Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Property.

(iv) For purposes of this Note, **"Gross Revenue"** means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Property under the Ground Lease. Gross Revenue includes, but is not limited to: (i) all rents, fees and charges paid by tenants; (ii) Section 8 payments or other rental subsidy payments received for the dwelling units; (iii) deposits forfeited by tenants; (iv) all cancellation fees; (v) price index adjustments and any other rental adjustments to leases or rental agreements; (vi) net proceeds from vending and laundry room machines; (vii) the proceeds of business interruption or similar insurance not paid to senior lenders; (viii) the proceeds of casualty insurance not used to rebuild the Project and not paid to senior lenders; and (ix) condemnation awards for a taking of part or all of the Project for a temporary period. Gross Revenue does not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

(iii) Borrower shall furnish to City, on an annual basis on or before the anniversary of the execution of this Note, and on or before each May 1 thereafter, the financial statements of Borrower, which may be internally prepared, on a consolidating and consolidated basis and in conformity with GAAP, consisting of at least statements of income, cash flow, changes in financial position and stockholders" equity, and a consolidated balance sheet, setting forth in each case in comparative form corresponding figures from the previous financial statements delivered to City pursuant to this Section.

(e) Final Payment. On the Maturity Date, Borrower shall pay the City all principal and interest remaining on the Loan.

4. PREPAYMENT.

(a) Borrower may prepay the Loan, in whole or in part, at any time and from time to time without penalty.

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(b) In no event shall Borrower be entitled to re-borrow any amounts prepaid.

5. LAWFUL MONEY.

Principal and interest are payable in lawful money of the United States of America.

6. APPLICATION OF PAYMENTS/LATE CHARGE.

(a) Unless otherwise agreed to, in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided, however, during the continuance of an Event of Default, as defined herein or in any other Loan Document, Lender reserves the right to apply payments among principal, interest, late charges, collection costs and other charges in such order of priority as Lender shall from time to time determine in its sole discretion. All prepayments shall be applied to the indebtedness owing hereunder in such order and manner as Lender may from time to time determine in its sole discretion.

(b) Upon the occurrence, and during the continuance, of an Event of Default, including the failure to pay upon final maturity, Lender, may at its option and in its sole discretion: (i) increase the applicable Interest Rate on this Note to the Default Interest Rate, and/or (ii) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the Default Interest Rate. The undersigned acknowledges that, during the time that any amount is in default, Lender will incur losses that are impracticable, costly, and inconvenient to ascertain. Those losses include, without limitation, the ability to invest amounts then due at the current rate of return and the unavailability of liquid funds. The undersigned agrees that the interest payable hereunder represents a reasonable sum considering all of the circumstances existing on the date of the execution of this Note and represents a reasonable estimate of the losses Lender will incur by reason of late payment. The undersigned further agrees that proof of actual losses would be costly, inconvenient, impracticable, and extremely difficult to fix. Acceptance of the interest will not constitute a waiver of the default with respect to the overdue installment and will not prevent Lender from exercising any of the other rights and remedies available under this Note and/or the Loan Documents. Notwithstanding anything contained herein, the interest rate will not exceed the maximum rate permitted by applicable law.

7. SECURITY.

This Note is secured, among other security, by security instruments covering real property and personal property of the undersigned located in California, including, without limitation, the Leasehold Deed of Trust, which creates a lien on that certain real and personal property described therein.

8. EVENT OF DEFAULT.

The occurrence of any of the following shall be deemed to be an event of default ("Event of Default") hereunder:

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(a) default in the payment of principal and/or interest, and/or any other sum advanced by Lender pursuant to the terms and provisions of this Note and/or the Loan Documents within five (5) days from the date due; and/or

(b) the failure to perform any of the other terms, provisions, and obligations of the Borrower and/or any indemnitor pursuant to the Loan Documents within thirty (30) days from the receipt of written notice from the Lender (the "30 Day Notice") that such performance was due; provided, however that if such failure is not reasonably susceptible to cure within said thirty (30) days from receipt of the 30 Day Notice and provided that (i) Borrower shall have in good faith undertaken such cure within said thirty (30) day period and (ii) Borrower shall have diligently prosecuted such cure thereafter, Borrower shall have additional time to prosecute such cure, such additional time not to exceed the one hundred twenty (120) days, from receipt by Borrower of the 30 Day Notice; City agrees to provide to Borrower's limited partner a copy of any Notice of default delivered to Borrower hereunder and to accept any cure made or tendered by Borrower's limited partner as if made or tendered by Borrower;

(c) if any event occurs that is an Event of Default under any of the Loan Documents, the Affordable Housing Covenant; and/or a breach of the Ground Lease.

9. REMEDIES.

Upon the occurrence, and during the continuance, of an Event of Default, then at the sole election and option of the holder hereof, the entire balance of principal together with all accrued interest thereon, and all other amounts payable by Borrower under the Loan Documents shall, without demand or notice, immediately become due and payable. Upon the occurrence of an Event of Default (and so long as such Event of Default shall continue), the entire balance of principal hereof, together with all accrued interest thereon, all other amounts due under the Loan Documents, and any judgment for such principal, interest, and other amounts due under the Loan Documents, shall bear interest at the Default Interest Rate, subject to the limitations contained in Section 14 hereof. No delay or omission on the part of the holder hereof in exercising any right or remedy under this Note and/or under any of the other Loan Documents hereof shall operate as a waiver of such right.

10. WAIVER.

Borrower hereby waives diligence, demand for payment, presentment for payment, protest, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents, if any). Borrower waives to the full extent permitted by law, the right to plead any and all statutes of limitations and/or any defenses relating to marshaling of assets as a defense.

11. CHANGE, DISCHARGE, TERMINATION, OR WAIVER.

No provision of this Note may be changed, discharged, terminated, or waived except in a writing

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signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of the holder hereof to exercise and no delay by the holder hereof in exercising any right or remedy under this Note and/or the Loan Documents and/or under the law shall operate as a waiver thereof.

12. ATTORNEY'S FEES.

The undersigned agrees to pay all reasonable costs including, without limitation, reasonable attorney fees, incurred by the holder of this Note in enforcing payment, whether or not suit is filed, including, without limitation, all costs, attorney fees, and expenses incurred by the holder of this Note in connection with any bankruptcy, reorganization, arrangement, or other similar proceedings involving the undersigned that in any way affects the exercise by the holder of this Note of its rights and remedies under this Note. All costs incurred by the holder of this Note in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by the undersigned. Borrower will pay to Lender all attorney fees and other costs referred to in this Section 13 on demand, together with interest from the date of the demand at the Default Rate until paid.

13. SEVERABILITY.

If any provision of this Note is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect.

14. INTEREST RATE LIMITATION.

Borrower hereby agrees to pay an effective rate of interest that is the sum of the interest rate provided for herein, together with any additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the Loan, including, without limitation, the Loan Fee and any other fees to be paid by Borrower pursuant to the provisions of the Loan Documents. Lender and Borrower agree that none of the terms and provisions contained herein or in any of the Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of California. In such event, if any holder of this Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on this Note to a rate in excess of the maximum rate permitted to be charged by the laws of the State of California, all such sums deemed to constitute interest in excess of such maximum rate shall, at the option of the holder, be credited to the payment of other amounts payable under this Note and/or the Loan Documents or returned to Borrower.

15. NUMBER AND GENDER.

In this Note the singular shall include the plural and the masculine shall include the feminine and neuter gender, and vice versa.

16. HEADINGS.

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Headings at the beginning of each numbered section of this Note are intended solely for convenience and are not part of this Note.

17. CHOICE OF LAW.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

18. INTEGRATION.

The Loan Documents contain the complete understanding and agreement of the holder hereof and Borrower and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

19. BINDING EFFECT.

The Loan Documents will be binding upon, and inure to the benefit of, the holder hereof, Borrower, and their respective successors and assigns. Borrower may not assign its obligations under the Loan Documents.

20. TIME OF THE ESSENCE.

Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

21. SURVIVAL.

The representations, warranties, and covenants of the Borrower in the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

22. NONRECOURSE.

This Note is a nonrecourse obligation of Borrower. Neither Borrower nor any of its officers, directors, members, or general and limited partners shall have any personal liability for repaying the principal or interest of the Note. In any action brought to enforce the obligations of Maker under this Note, the Deed of Trust or any other instrument or agreement evidencing, securing or relating to the indebtedness evidenced by this Note, the judgment or decree shall be enforceable against Borrower solely and only to the extent of its interest in the property described in the Deed of Trust or its interest in any other security provided by Borrower as security for this Note, and Lender shall not seek any deficiency judgment against the Borrower. The foregoing provisions shall not prevent recourse to the collateral security for the loan, including but not limited to all contracts, documents, reports, surveys, materials, architectural drawings and specifications and other information related to the Project, or constitute a waiver, release or

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discharge of or otherwise affect the obligation to pay, any indebtedness evidenced by the loan documents executed in connection with the Project or limit the right of any person to name the Borrower or any other person claiming an interest in or right to such collateral as party defendant in any action or suit for judicial foreclosure or in the exercise of any other remedy, including injunctive or other equitable relief, under any of the loan documents executed in connection with this Project so long as no deficiency judgment shall be sought against the Borrower.

MAKER / BORROWER:

Hunt Pradera II, L.P.,
a California limited partnership

By: Hunt Pradera II, LLC,
a California limited liability company,
its General Partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Smitha Seshadri

Executive Vice President

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EXHIBIT C

FORM OF LEASEHOLD DEED OF TRUST

FORM OF DEED OF TRUST

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of St. Helena 1088 College Avenue St. Helena, California 94574 Attn: City Manager	

Space above line for Recorder's use only
Exempt from Recording Fees pursuant to Govt. Code § 27383

CITY OF ST. HELENA

LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Leasehold Deed of Trust ("Deed of Trust") is made as of _____, 2024, among Hunt Pradera II, L.P., a California limited partnership, a California limited partnership ("**TRUSTOR**"), whose address is _____, and the CITY OF ST. HELENA, as trustee and beneficiary (hereafter, "**BENEFICIARY**"), whose address is 1088 College Avenue, St. Helena, California 94574.

Trustor irrevocably grants, conveys, transfers, and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's estate, right, title, and interest in, to and under the following property (collectively, the "**Property**"): (a) the real property located in the City of St. Helena, Napa County, California, at 548 Hunt Avenue, known as Napa County Assessor's Parcel No. 009-030-019-000 (the "**St. Helena Property**"), described on **Exhibit A** attached hereto and incorporated herein by this reference, and the real property located in the City of Calistoga, Napa County, California, at 38 Brannan Street, known as Napa County Assessor's Parcel No. 011-050-027-000 (the "**Calistoga Property**"), together with all existing and future easements and rights affording access to the St. Helena Property and the Calistoga Property (collectively, the "**Land**"), (b) together with all buildings, structures, and improvements now existing or hereafter constructed thereon (the "**Improvements**"), (c) together with all articles of personal property now or hereafter attached to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property that are, or at any time become, so related to the Property that an interest in them arises under real estate law, or they are otherwise adjudged to be a "fixture" under applicable law (each a "**Fixture**," collectively "**Fixtures**"), (d) together with all other property and interests of any

kind or character which may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements.

1. Secured Obligations. Trustor makes the grant, conveyance, transfer, and assignment herein for the purpose of securing the following obligations (the "**Secured Obligations**"): (a) payment of the principal sum of Eight Hundred Thousand Dollars ($800,000.00), with interest thereon, according to the terms of a Residual Receipts Promissory Note (the "**Note**") of even date herewith, executed by Trustor in favor of Beneficiary or order and any extension or renewals thereof; (b) payment of such further sums as the then record owner of the Property may borrow from Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (c) the obligation to pay rent from Residual Receipts, as set forth in the Ground Lease. The payment of the amount owing pursuant to the terms of the Note by Trustor does not extinguish the rights of the Beneficiary under the Ground Lease. This Leasehold Deed of Trust shall secure the Beneficiary against any default under the Ground Lease for non-payment of rent.

2. Maintenance and Repair. Trustor shall (a) keep the Property in good condition and repair and not remove or demolish any building except as may be necessary to construct the Project; (b) complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed; (c) pay when due all claims for labor performed and materials furnished; (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the Property may be reasonably necessary.

3. Insurance. Trustor shall maintain hazard insurance against loss by fire, hazards included with the term "**extended coverage**," and any other hazards for which Beneficiary requires insurance, and liability insurance as set forth in the Loan Agreement. The insurance carrier and the insurance policies and amounts of coverage shall comply with the terms of the Loan Agreement or shall otherwise be acceptable to Beneficiary, the policies shall name Beneficiary as a loss payee or an additional insured, as applicable, the policies shall include Beneficiary as an additional insured, as applicable.

4. Defense of Security. Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. Payment of Taxes and Liens. Trustor shall pay (a) at least 10 days before delinquency, all non-abated taxes and assessments affecting the Property, including water stock assessments; (b) when due, all encumbrances, charges, and liens, with interest, on the Property, which are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all reasonable and documented costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Deed of Trust after written notice of such failure by Beneficiary and a reasonably opportunity to cure, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without

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releasing Trustor from any obligation under this Deed of Trust: (w) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (x) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (y) pay, purchase, contest or settle any encumbrance, charge or lien which in the judgment of either appears to be senior to this Deed of Trust; and (z) in exercising any such powers, pay allowable expenses, including attorneys' fees.

6. Reimbursement of Costs. Trustor shall pay upon demand all reasonable and documented sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, with interest from date of expenditure at the maximum rate provided in the Note.

7. No Waiver. By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

8. Reconveyance. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "**the person or persons legally entitled thereto**."

9. Assignment of Rents. Subject to the rights of senior lenders, Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income, and other benefits (collectively, the "**Rents**") derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power, and authority, but not the obligation, to collect the Rents, and to sue, either in the name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor's right, title, and interest in the Rents. So long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use, and enjoy the same. Upon the occurrence of such a default beyond any applicable notice and cure periods, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary's interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default, beyond any applicable notice and cure periods, and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the

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benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend, and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice.

10. Default and Foreclosure. Upon default by Trustor in payment or performance of any Secured Obligation, subject to any applicable notice and cure period, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of a declaration of default and demand for sale and of a notice of default and of a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note or notes, and all documents evidencing expenditures secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3455.

11. Distribution of Foreclosure Proceeds. The proceeds generated by any Foreclosure ("Proceeds") shall be distributed as follows: (i) First, senior liens and encumbrances (if any) on the Project shall be fully paid from the Proceeds; (ii) Second, Beneficiary shall be fully paid any amounts owing under the Secured Obligations; (iii) Third, to the Trustor to the extent the Trustor or its affiliate has unreimbursed predevelopment costs advanced in connection with the Project; (iv) Fourth, Beneficiary shall be paid the difference between the appraised value of the completed Project (applicable portion thereof) as restricted by the Affordable Housing Covenant ("Restricted Value") and the Proceeds ("Differential"); (v) Fifth, any remaining Proceeds shall be distributed in accordance with California Civil Code Section 2924(k). The Differential shall be deposited in Beneficiary's housing fund. Trustor expressly acknowledges and agrees that the Loan Agreement and this Deed of Trust constitutes a lien against the Project and the Differential, including in accordance with California Civil Code Sections 2872, 2924 to 2924h, inclusive ("Differential Lien"). In the event of a Foreclosure, for purposes of distribution of the Differential only, the Differential Lien shall be considered a junior lien or encumbrance within the meaning of California Civil Code section 2924k(a)(3). Trustor hereby irrevocably instructs any holder of the Differential or similar proceeds generated by Foreclosure to immediately disburse the Differential to Beneficiary, and agrees to defend, indemnify and hold Beneficiary and such holder harmless from any and all claims related to such distribution. As used herein, "Foreclosure" means any judicial or non-judicial foreclosure, trustee's sale, deed-in-lieu transfer, short sale, or similar transaction.

12. Substitution of Trustee. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument

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executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties. Said instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the new Trustee.

13. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "**Beneficiary**" shall mean the owner and holder, including pledgees, of the secured note or notes, whether or not named as Beneficiary herein.

14. Trustee Acceptance. Beneficiary agrees to act as Trustee for this Deed of Trust, when it is duly executed and acknowledged, and made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

15. Further Assurances. Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time reasonably require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

16. Condemnation and Insurance Proceeds. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in, and

prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of the Property, or any part thereof, shall be paid to Beneficiary. The foregoing powers of attorney are coupled with an interest and are irrevocable. Trustor hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, subject to the requirements of applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may require. Notwithstanding the above, the Beneficiary shall release all insurance and condemnation proceeds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that such restoration, repair or rebuilding is economically feasible, provided, Beneficiary acknowledges and agrees that if any casualty affects the Property at any point after the execution of this Deed of Trust and prior to the construction of the Trustor's new Improvements, the Trustor shall not be obligated to reconstruct any improvements on the Property. If such insurance proceeds shall be insufficient for such purposes, Trustor shall make up the deficiency. If the Project is subject to a partial condemnation or taking, then the proceeds received therefrom shall be applied to restore the Project taken, provided the Beneficiary determines that such restoration is economically feasible and no default exists under the Loan Documents following the expiration of all applicable cure periods. If the Project is subject to a total condemnation, or if Beneficiary determines that restoration of the Project is not feasible following a partial condemnation, or if a default exists then the proceeds from any condemnation award or claim for damages shall be used first to repay all sums under the Note, with the excess, if any, paid to Trustor, subject to the rights of the senior lender.

17. Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

18. Estoppel Certificate. Trustor shall, within thirty (30) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

19. California Uniform Commercial Code Security Agreement; Fixture Filing. Trustor hereby grants Beneficiary a security interest in all personal property of Trustor located on the Property and wherever located and used in any way in connection with or in any way

relating to the Property, and whether now owned or hereafter in existence, acquired or created (including equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts, and contract rights), and all fixtures of Trustor now owned or hereafter in existence, acquired or created on, of or relating to the Property, and all substitutions, replacements, additions, accessions, and proceeds (including insurance proceeds) of all of the foregoing (collectively, the "**Personal Property**"). Beneficiary may file this Deed of Trust, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for the Personal Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor shall execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to the Personal Property. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the California Uniform Commercial Code and, at Beneficiary's option, may also invoke any remedies provided in this Deed of Trust as to the Personal Property. In exercising any of such remedies, Beneficiary may proceed against the Property and any of the Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the California Uniform Commercial Code or the remedies provided in the Deed of Trust. This Deed of Trust also covers goods which are or which are to become fixtures on the Property and constitutes and is filed as a fixture filing under the California Uniform Commercial Code.

20. Due-On-Sale or Encumbrance. Except as authorized under the Affordable Housing Covenant or a subordination agreement affecting the Secured Obligations, if all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily, or by operation of law, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Deed of Trust.

[CONTINUED ON NEXT PAGE]

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The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth, and to Trustor's limited partner at its address set forth in the Loan Agreement entered into by and between Trustor and Beneficiary referenced in Section 1, above.

TRUSTOR:

Hunt Pradera II, L.P.,
a California limited partnership

By: Hunt Pradera II, LLC,
a California limited liability company,
its General Partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Smitha Seshadri

Executive Vice President

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EXHIBIT D
FORM OF MEMORANDUM

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is hereby entered into as of _____, 20__ by and between the City of St. Helena, a California municipal corporation and charter city, ("**Landlord**"), and _____ ("**Tenant**").

RECITALS

A. Landlord and Tenant have entered into that certain Ground Lease, dated concurrently herewith, for that certain parcel of real property which is legally described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"). A copy of the Ground Lease is available for public inspection at Landlord's office at 1088 College Avenue, St. Helena, CA 94574. The term of the Ground Lease is ninety-nine (99) years, the Commencement Date of which is _____, 20__.

B. The Ground Lease provides that a short form memorandum of the Ground Lease shall be executed and recorded in the Official Records of Napa County, California.

NOW, THEREFORE, the parties hereto certify as follows:

Landlord, pursuant to the Ground Lease, hereby leases the Property to the Tenant upon the terms and conditions provided for therein. This Memorandum is not a complete summary of the Ground Lease, and shall not be used to interpret the provisions of the Ground Lease.

[*Signatures to appear on the following page.*]

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LANDLORD:

CITY OF ST. HELENA, a municipal corporation of the State of California

By:_____
Anil Comelo, City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

TENANT:

Hunt Pradera II, L.P.,
a California limited partnership

By: Hunt Pradera II, LLC,
a California limited liability company,
its General Partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Smitha Seshadri
Executive Vice President

By: Napa Valley Community Housing,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Erica R. Sklar
President and Chief Executive Officer

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EXHIBIT E

LEASEHOLD MORTGAGEE PROTECTIONS

This is Exhibit E to that certain Ground Lease dated _____ (the "**Lease**"), by and between _____ ("**Landlord**") and _____ ("**Tenant**"), pursuant to which Tenant is acquiring an interest (the "**Leasehold**") in the real property described therein (the "**Premises**"). In the event of any conflict between the provisions of this addendum and the provisions of the Lease, this exhibit shall control.

1. Tenant is hereby given the express right, in addition to any other rights herein granted, and without the necessity of obtaining Landlord's consent, to mortgage the Leasehold, or any part or parts thereof, and any sublease of the Premises, under one or more leasehold mortgage(s) and/or under a purchase money leasehold mortgage in connection with any sale of such interest, and to assign the Lease or the Leasehold, or any part or parts thereof, and any sublease, as collateral security for such mortgage(s), upon the condition that it is in connection with an Approved Financing described in the Lease and all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in the Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the foregoing, except as expressly provided herein. In the event of any conflict between the provisions of the Lease and the provisions of any mortgage, the provisions of the Lease shall control, except as herein specifically provided.

2. If Tenant shall mortgage the Leasehold, or any part or parts thereof, and if the holder(s) of such mortgage(s) (each, a "**Lender**") shall send to Landlord a true copy thereof, together with written notice specifying the name and address of the mortgagee(s) and the pertinent recording data with respect to such mortgage(s), the following provisions shall apply:

2.1 There shall be no cancellation, surrender or modification of the Lease by joint action of Landlord and Tenant without the prior consent in writing of each leasehold mortgagee, nor shall any election, determination or waiver by Tenant (whether through action or inaction) that materially impairs the value of the Leasehold be effective without such prior written consent. Without limitation upon the foregoing, no election by Tenant to terminate the Lease shall be effective unless the same is contained in a written instrument signed by Tenant and each leasehold mortgagee.

2.2 Landlord shall, upon serving Tenant with any notice of default or other material notice pursuant to the provisions of the Lease, simultaneously serve a copy of the notice upon any leasehold mortgagee(s). No such notice by Landlord to Tenant under the Lease shall be deemed to have been served unless and until a copy thereof shall have been served upon each leasehold mortgagee as set forth herein. Each notice required or permitted to be served on or given to any leasehold mortgagee pursuant to this Lease shall be given by U.S. mail, as certified or registered material, postage prepaid and addressed to such leasehold mortgagee at the address for notices set forth in such leasehold mortgagee's leasehold mortgage (or, if such leasehold

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mortgagee gives Landlord written notice of a change in notice address, at such other address as such leasehold mortgagee may specify in such notice) and shall be effective upon receipt.

2.3 Any leasehold mortgagee shall have the right, but not the obligation, at any time prior to termination of the Lease and without payment of any penalty, to pay all of the rents due hereunder, to effect any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of Tenant under the Lease, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions to prevent termination of the Lease. Any leasehold mortgagee and its agents and contractors shall have full access to the Premises for purposes of accomplishing any of the foregoing. Any of the foregoing done by any leasehold mortgagee shall be as effective to prevent a termination of the Lease as the same would have been if done by Tenant.

2.4 Notwithstanding anything to the contrary contained in the Lease, Landlord shall have no right to terminate the Lease on account of any uncured default of Tenant unless (a) following the expiration of all applicable grace and cure periods afforded to Tenant under the Lease, Landlord first gives each Lender not less than sixty (60) days' notice of its intent to terminate the Lease as a result of such default, if Tenant's default consists of a failure to pay money to Landlord (a "**Monetary Default**"), and not less than one hundred eighty (180) days' notice of its intent to terminate the Lease, if Tenant's default is of any other type (a "**Non-monetary Default**"), and (b) each Lender fails to cure such Monetary Default within sixty (60) days after receipt of such notice (in the case of a Monetary Default) or each Lender fails to cure or, in good faith and with reasonable diligence and continuity, commence to cure such Non-monetary Default within said one hundred eighty (180) day period (in the case of a Non-monetary Default). If any such Non-monetary Default cannot reasonably be cured by such Lender within said one hundred eighty (180) day period (or is such that possession of the Premises is necessary for Lender to remedy the default), the date for termination shall be extended for such period of time as may be reasonably required to enable a Lender to remedy such default, if (a) a Lender shall have fully cured any Monetary Default under this Lease within sixty (60) days after its receipt of notice of Landlord's intent to terminate the Lease, and shall continue to pay currently such monetary obligations as and when the same are due (subject to any notice and cure provisions given in the Lease), and (b) a Lender commences, or causes any trustee under the applicable mortgage to commence, within such 180 day period, proceedings to foreclose, either non-judicially or judicially, upon the interest in the Premises encumbered by the mortgage (and thereafter pursues such proceedings with reasonable diligence). Nothing in this Section 2.4 shall be construed to require a Lender to continue any foreclosure proceeding it may have commenced against Tenant after all defaults have been cured by Lender or Tenant, and if such defaults shall be cured and the Lender shall discontinue such foreclosure proceedings, the Lease shall continue in full force and effect as if Tenant had never defaulted under the Lease. Nothing herein shall require a Lender who has acquired Tenant's leasehold interest and has taken possession of the Premises to cure any Non-monetary Default which is not reasonably capable of being cured by such Lender, and such default shall be deemed to be waived following Lender's acquisition of Tenant's leasehold interest and such Lender's timely cure of all Monetary Defaults and all Non-monetary Defaults which are reasonably capable of cure by such Lender in accordance with the foregoing provisions.

2.5 All right of Landlord to terminate the Lease as the result of the occurrence of any default shall be subject to, and conditioned upon, Landlord having first given to each leasehold mortgagee written notice of the default as required under paragraph 2.2, above, and each leasehold mortgagee having failed to remedy such default or acquire the Leasehold or commence foreclosure or other appropriate proceedings in the nature thereof as set forth in paragraph 2.4, above.

2.6 If any leasehold mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Tenant, the times specified in paragraph 2.4, above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition; provided that the leasehold mortgagee shall have fully cured any default in the payment of any monetary obligations of Tenant under the Lease (other than the payment of any amount secured by a lien on the Leasehold that is junior to such mortgage) and shall continue to pay currently those monetary obligations as and when the same fall due.

2.7 Landlord agrees that, in the event of termination of the Lease for any reason (including without limitation by reason of any default by Tenant or by reason of the disaffirmance thereof by a receiver, liquidator or trustee for Tenant or its property), Landlord (a) shall promptly give each leasehold mortgagee written notice of such termination and (b) shall, if requested by any leasehold mortgagee, enter into a new lease of the Premises with the most senior leasehold mortgagee (the "**Senior Leasehold Mortgagee**") requesting a new lease, which new lease shall commence as of the date of termination of the Lease and shall run for the remainder of the Lease term, at the same rent and additional rent and upon the same terms, provisions, covenants and agreements, and subject to the rights, if any, of any parties then in possession of any part of the Premises, provided:

(a) The leasehold mortgagee shall make written request upon Landlord for the new lease not later than sixty (60) days after the date such leasehold mortgagee receives written notice of such termination from Landlord;

(b) The leasehold mortgagee shall pay to Landlord at the time of the execution and delivery of the new lease any and all sums which would, at the time of the execution and delivery thereof, be due and unpaid pursuant to the Lease but for its termination (other than the payment of any amount that was secured by a lien on the Leasehold that was junior to such mortgage), and in addition thereto any expenses, including reasonable attorneys' fees, to which Landlord shall have been subjected by reason of Tenant's default;

(c) The leasehold mortgagee shall perform and observe all covenants in the Lease to be performed and observed by Tenant, and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under its terms, to the extent the same are curable or may be performed by the leasehold mortgagee;

(d) The new lease shall be expressly made subject to the rights, if any, of Tenant under the terminated Lease; and

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(e) The lessee under the new lease shall have the same right, title and interest in and to the buildings and improvements on the Premises as Tenant had under the terminated Lease immediately prior to its termination.

2.8 Notwithstanding anything to the contrary expressed or implied in the Lease, any new lease made pursuant to paragraph 2.7, above, shall be prior to any mortgage, deed of trust, or other lien, charge, or encumbrance on the Land Parcel (as defined in the Lease), and shall be accompanied by a conveyance of title to the improvements (free of any mortgage, deed of trust, lien, charge, or encumbrance created by Landlord) for a term of years equal to the term of the new lease, subject to the reversion in favor of Landlord upon expiration or sooner termination of the new lease.

2.9 Nothing herein contained shall require any leasehold mortgagee to enter into a new lease pursuant to paragraph 2.7, above, nor to cure any default of Tenant referred to above.

2.10 Foreclosure of any leasehold mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage, or any conveyance of the Leasehold from Tenant to any leasehold mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Landlord or constitute a breach of any provision of, or a default under, the Lease, and upon such foreclosure, sale or conveyance, Landlord shall recognize the purchaser or other transferee in connection therewith as the Tenant under the Lease.

2.11 In the event any leasehold mortgagee or any designee of it becomes the Tenant under the Lease or under any new lease obtained pursuant to paragraph 2.7, above, the leasehold mortgagee or its designee shall be personally liable for the obligations of Tenant under the Lease or new lease only to the extent that they arise during the period of time that the leasehold mortgagee or its designee constitutes the actual beneficial holder of the leasehold estate. The leasehold mortgagee's, or its designee's, right thereafter to assign the Lease or the new lease shall not be subject to any restriction.

2.12 If a leasehold mortgagee shall elect to demand a new lease, Landlord agrees, at the request of, on behalf of and at the expense of the leasehold mortgagee, upon a guaranty or other assurance from it reasonably satisfactory to Landlord, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the original Tenant from the Premises, but not any sub-Tenants actually occupying the Premises or any part thereof.

2.13 Unless and until Landlord has received notice from each leasehold mortgagee that the leasehold mortgagee elects not to demand a new lease as provided in paragraph 2.7, above, or until the period therefor has expired, Landlord shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new subleases hereunder without the prior written consent of the leasehold mortgagee(s).

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2.14 Landlord agrees that the name(s) of the leasehold mortgagee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant under the Lease.

2.15 The proceeds from any insurance policies and the proceeds arising from any condemnation shall be paid to and held by the leasehold mortgagee of highest priority and applied by such leasehold mortgagee pursuant to the provisions of its leasehold mortgage (and such leasehold mortgagee(s) may reserve the right to apply to the mortgage debt all, or any part, of such proceeds pursuant to the terms of its leasehold mortgage documents).

2.16 The parties hereto shall give all leasehold mortgagee(s) notice of any arbitration or condemnation proceedings, or of any pending adjustment of insurance claims, and any leasehold mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties hereto do hereby consent to such intervention. In the event that any leasehold mortgagee shall not elect to intervene or become a party to the proceedings, that leasehold mortgagee shall receive notice and a copy of any award or decision made in connection therewith.

2.17 Landlord and Tenant shall cooperate in including in the Lease by suitable amendment from time to time any provision which may be reasonably requested by any proposed institutional leasehold mortgagee for the purpose of implementing the mortgagee protection provisions contained in this paragraph 2 and of allowing that leasehold mortgagee reasonable means to protect or preserve the lien of its leasehold mortgage upon the occurrence of a default under the terms of the Lease. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under the Lease nor otherwise in any material respect adversely affect any rights of Landlord under the Lease.

2.18 Landlord shall, upon request, execute, acknowledge and deliver to each leasehold mortgagee, an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to each leasehold mortgagee, between Landlord, Tenant and the leasehold mortgagee(s), agreeing to all of the provisions hereof.

3. The term "mortgage," whenever used herein, shall include whatever security instruments are used in the locale of the Premises, such as, without limitation, deeds of trust, security deeds, and conditional deeds, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code. The term "mortgage," whenever used herein, shall also include any instruments required in connection with a sale leaseback transaction. The term "mortgagee" shall include the holder of the secured position under each of the foregoing types of instruments, including but not limited to the beneficiary under a deed of trust, the secured party under a security agreement and the lessor in a sale leaseback transaction.

4. Landlord shall not encumber the Land Parcel without the prior written consent of each leasehold mortgagee, which consent shall be granted or withheld in such leasehold mortgagee's sole and absolute discretion. Lessor further irrevocably and unconditionally agrees

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that any mortgage, deed of trust or other security instrument now or hereafter encumbering all or any part of the Land Parcel shall automatically be subject and subordinate in all respects to the lien of the Lease (and all amendments, modifications, extensions and renewals hereof) and all existing and future Leasehold Mortgages (and all amendments, modifications, extensions and renewals thereof). Landlord shall, at the request of any Leasehold Mortgagee, cause the holder of each such mortgage, deed of trust and other security instrument to execute and deliver to the requesting Leasehold Mortgagee a written and recordable subordination agreement in form and substance as required by such Leasehold Mortgagee in its sole and absolute discretion.

5. Notwithstanding anything in the Lease to the contrary, following the completion of any foreclosure under any leasehold mortgage, or acceptance of a deed in lieu of foreclosure, (a) neither a breach or default under, nor a failure to comply with, the terms and conditions of any other document, instrument or agreement (whether or not such document, instrument or agreement is incorporated into the Lease or otherwise referenced in the Lease), but exclusive of the Affordable Housing Covenant, shall constitute a breach, default or event of default under the Lease (and no leasehold mortgagee shall, as a condition to curing a default under the Lease, be required to cure a default under the Lease based upon a breach, default or event of default occurring under any such other document, instrument or agreement), (b) no leasehold mortgagee, and no individual or entity acquiring the leasehold estate under the Lease, shall be required to indemnify Landlord for any act or omission of the prior lessee under the Lease (or to cure any failure of any such prior lessee to indemnify the Landlord), (c) no payments relating to the subordinate Carryback Note or subordinate Carryback Deed of Trust shall thereafter be due and payable, (d) in no event shall Landlord have any right to terminate the Lease for any default other than non-payment of rent, and (e) in no event may Landlord or Tenant exercise any right to terminate the Lease in connection with any casualty or condemnation or similar matter without the prior written consent of each leasehold mortgagee (each in its sole and absolute discretion). In addition, no leasehold mortgagee (or affiliate) shall be required to cure any breach, default or event of default which is based, in whole or in part, upon the failure of lessee to construct or complete any improvements, Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement, provided, however, that, upon request by Landlord, Tenant shall first furnish to Landlord a bond, in form and amount, and issued by a surety company, reasonably satisfactory to Landlord, guaranteeing to Landlord compliance by Tenant with such law, ordinance, order, rule, regulation or requirement, and indemnifying Landlord against any and all liability, loss and damage which Landlord may sustain by reason of Tenant's failure or delay in complying therewith, and provided further, that Landlord shall not be subjected to any risk of criminal liability by reason of any such contest. Landlord shall have the right, but shall be under no obligation, to contest by appropriate legal proceedings, at Landlord's expense, any such law, ordinance, rule, regulation or requirement. Tenant agrees that each leasehold mortgagee or its designee or affiliate (i) shall be automatically released from any liability that arises following the date of the transfer of the Premises to a third-party purchaser and (ii) shall have no liability hereunder in excess of such party's interest in the Leased Premises except in the event of fraud, gross negligence or willful misconduct.

6. Notwithstanding anything to the contrary contained in the Lease, if Tenant deems any tax imposed in connection with the ownership, use or occupancy of the Premises to be excessive or illegal, Tenant may defer payment thereof so long as the validity or the amount

thereof is contested by Tenant with diligence and in good faith; provided, however, that Tenant, upon request by Landlord, shall furnish to Landlord a bond in form, and issued by a surety company, reasonably satisfactory to Landlord, in an amount equal to the amount of the tax so contested, which bond shall guarantee the payment thereof with interest and penalties thereon; and provided further that if, at any time, payment of the whole of such tax shall become necessary in order to prevent the termination by sale or otherwise of the right of redemption of all or any part of the Premises, or to prevent eviction of Landlord or of Tenant because of non-payment thereof, Tenant shall pay the same, or cause the same to be paid, in time to prevent such termination of the right of redemption or such eviction. Any contest as to the validity or amount of any tax, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant shall determine, and Landlord agrees that it will, at Tenant's expense, cooperate with Tenant in any such contest to such extent as Tenant may reasonably request, it being understood, however, that Landlord shall not be subject to any liability for the payment of any costs or expenses in connection with any proceedings brought by Tenant, and Tenant covenants to pay, and to indemnify and save Landlord harmless from, any such costs or expenses. Tenant shall be entitled to any refund of any such tax and penalties or interest thereon which have been paid by Tenant or by Landlord and reimbursed to Landlord by Tenant.

7. In the event Landlord fails to timely pay any tax affecting the Premises which Landlord is obligated to pay, Tenant may pay such tax and deduct the amount of any such payment(s) from the next installment(s) of rent.

8. Landlord shall, at any time upon not less than ten (10) days' prior written notice from Tenant, execute, acknowledge and deliver to Tenant a statement in writing (i) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Landlord's knowledge, any uncured defaults on the part of Tenant, or specifying such defaults if any are claimed. Any such statement may be conclusively relied on by any encumbrancer or prospective encumbrancer of the Lease. Landlord's failure to deliver such statement within such time shall be conclusive upon Landlord (i) that the Lease is in full force and effect without modification except as may be represented by Tenant, and (ii) that there are no uncured defaults in Tenant's performance; or such failure may be considered by Tenant as a default by Landlord under the Lease.

9. The Leasehold shall not merge with the fee interest in all or any portion of the Premises, notwithstanding the ownership of the fee and the Leasehold by the same person(s) or entity(ies), without the written consent of every leasehold mortgagee.

10. All rights herein granted to Tenant shall also apply to every successor and assign of Tenant (including, but not limited to, any sublessee of Tenant). All rights herein granted to any leasehold mortgagee of Tenant shall also apply to any leasehold mortgagee of any successor or assign of Tenant.

11. This document may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

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[*Signature pages follow*]

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LANDLORD:

_____,
a _____

By: _____
Name: _____
Title: _____

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TENANT:

_____,
a _____

By: _____
Name: _____
Title: _____

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GROUND LANDLORD ESTOPPEL CERTIFICATE

_____ __, 2024

Umpqua Bank
One Capitol Mall, Suite 610
Sacramento, California 95814
Attention: Gabriel Brown

Re: That certain Ground Lease (Hunt's Grove Affordable Housing dated as of _____, 2024 (the "**Ground Lease**"), by and between HUNT PRADERA II, L.P., a California limited partnership ("**Tenant**"), as Tenant, and CITY OF ST. HELENA, a municipal corporation ("**Landlord**"), as Landlord, relating to certain real property located in the County of Napa, State of California, as more particularly described in the Ground Lease

Ladies and Gentlemen:

The undersigned, as Landlord, does hereby state, declare, represent and warrant to Umpqua Bank, an Oregon banking corporation, and its successors and/or assigns (collectively, the "**Lender**"), as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the above-captioned Ground Lease. There are no amendments, supplements, modifications or changes to the Ground Lease. Terms not otherwise defined herein shall have the meanings as ascribed to such terms in the Ground Lease.

2. The undersigned is the Landlord under the Ground Lease. The undersigned has not assigned the Landlord's interest under the Ground Lease in whole or in part.

3. The Ground Lease is in full force and effect.

4. The current fixed rent under the Lease is $1.00 per annum and has been paid in full in advance on the Commencement Date. The additional payment due from Tenant under Section 4.2 under the Ground Lease has been paid in full on the Commencement Date reflected in the disbursement in full of the Carryback Loan on the Commencement Date. No additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Tenant by Landlord is overdue. There are no provisions for, and Landlord has no rights with respect to, increasing the rent, except as expressly set forth in the Lease.

5. Landlord has reviewed and approved the plans and specifications described on Exhibit B and all approvals required under Section 8.1 relating thereto have been received.

6. No default, or any event or condition which with the passing of time or the giving of notice, or both, would constitute a default on the part of Landlord or, to Landlord's actual knowledge, Tenant exists under the Ground Lease.

7. Landlord has received no written notice of any prior assignment, hypothecation, mortgage or pledge of Tenant's interest under the Ground Lease, except in connection with the Loans.

8. Landlord hereby consents to Tenant's executing, delivering and recording the leasehold mortgage, encumbering the Property, in favor of Lender, as security for its construction loan to Tenant (the "**Leasehold Mortgage**"). Landlord acknowledges receipt of a copy of the Leasehold Mortgage. Landlord further acknowledges that all conditions precedent to the encumbrance of the Tenant's leasehold estate under the Ground Lease with the Leasehold Mortgage have been satisfied or waived. Landlord further acknowledges receipt of all notices and certificates required pursuant to the Ground Lease to encumber Tenant's leasehold interest in the Property with the Leasehold Mortgage and that Lender, upon the recordation of the Leasehold Mortgage, will be a "Lender", the "Senior Leasehold Mortgagee" and the "senior lender" under the Ground Lease and will be entitled to all of the rights of a "Lender", "Senior Leasehold Mortgagee" and the "senior lender" under the Ground Lease. This Ground Landlord Estoppel Certificate (this "**Estoppel**") shall constitute Landlord's acknowledgement of the receipt by Landlord of the address for which to provide notices to Lender as required under Exhibit E, Section 2 of the Ground Lease.

9. The address for notice to Lender, for all purposes under the Ground Lease, is:

Umpqua Bank
One Capitol Mall, Suite 610
Sacramento, California 95814
Attention: Gabriel Brown

With a Copy to:

Davis Wright Tremaine LLP
865 S. Figueroa Street, Suite 2400
Los Angeles, California 90017
Attention: Tiffany Switzer, Esq.

The Landlord executes this Estoppel, solely in its capacity as the Landlord under the Ground Lease, for the benefit and protection of Lender, with full knowledge that Lender is relying on this Estoppel in making a loan to Tenant.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned, as Landlord, has executed this Estoppel as of the date first written above.

LANDLORD:

LANDLORD:

CITY OF ST. HELENA,
a municipal corporation of the State of California

By:_____
Anil Comelo, City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

EXHIBIT A

GROUND LEASE

[See Attached]

EXHIBIT B

APPROVED PLANS AND SPECIFICATIONS

[See Attached]

WHEN RECORDED MAIL TO: Umpqua Bank 1333 N California Blvd. Suite 370 Walnut Creek, CA 94596 Attention: Tiiu Newlin	

Space above this line reserved for recorder's use

SUBORDINATION AGREEMENT
(CITY OF ST. HELENA)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN CERTAIN INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT ("**Agreement**") is entered into this 1st day of June, 2024, by and among (i) **UMPQUA BANK**, an Oregon state chartered bank, as agent, (in such capacity, together with its successors and assigns and any subsequent holder of the Senior Mortgage, "**Senior Mortgagee**") for the **CALIFORNIA MUNICIPAL FINANCE AUTHORITY,** a joint exercise of powers agency, duly organized and validly existing under the laws of the State of California ("**Issuer**"), pursuant to that certain Master Agency Agreement ("**Master Agency Agreement**"), dated as of June 1, 2024, by and between the Senior Mortgagee and Issuer, and (ii) the **CITY OF ST. HELENA**, a municipal corporation organized and existing under the law of the State of California ("**Subordinate Mortgagee**").

RECITALS

A. **HUNT PRADERA II, L.P.**, a California limited partnership ("**Borrower**"), is the owner or lessee of certain land located in Napa County, California, described in Exhibit A attached hereto ("**Land**"). The Land is or will be improved with a multifamily rental housing project (the "**Improvements**"). The Land and the Improvement now or hereafter located thereon shall be referred to herein, collectively, as the "**Project**".

B. Pursuant to that certain Master Pledge and Assignment ("**Master Pledge**") dated as of even date herewith, by and among Issuer, Senior Mortgagee, and Umpqua Bank, an Oregon state chartered bank, in its capacity as the initial purchaser of the Bonds (in such capacity, "**Holder**"), Issuer has issued its California Municipal Finance Authority Multifamily Housing Revenue Bonds (Hunt's Grove and La Pradera) 2024 Series A-1 in the original principal amount of $17,031,631 (the "**Series A-1 Bonds**"), and its California Municipal Finance Authority Multifamily Housing Revenue Bonds (Hunt's Grove and La Pradera) 2024 Series A-2 (Taxable) in the original principal amount of ///[$2,847,020]/// (the "**Series A-2 Bonds**"; and together with the Series A-1 Bonds, the "**Bonds**"). Holder has agreed to purchase the Bonds, and Issuer will use the proceeds from the sale of the Bonds to fund a construction converting to permanent loan to Borrower in the amount of $17,031,631 ("**Senior Tax-Exempt Loan**"), and a construction

only loan to Borrower in the amount of ///[$2,847,020]/// (the "**Senior Taxable Loan**"; and together with the Senior Tax-Exempt Loan, the "**Senior Loan**"). The Senior Loan is made pursuant to that certain Construction and Term Loan Agreement dated as of even date herewith, by and between Senior Mortgagee and Borrower (the "**Senior Loan Agreement**"). The Senior Loan is evidenced by that certain Promissory Note (Tax-Exempt – Series A-1) dated as of even herewith, made by Borrower in favor of Senior Mortgagee, in the face principal amount of $17,031,631 (the "**Senior Tax-Exempt Note**"), and that certain Promissory Note (Taxable – Series A-2) dated as of even herewith, made by Borrower in favor of Senior Mortgagee, in the face principal amount of ///[$2,847,020]/// (the "**Senior Taxable Note**"; and together with the Senior Tax-Exempt Note, the "**Senior Note**"), and secured by that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Senior Mortgage**"), dated as of even date herewith, by Borrower for the benefit of Senior Mortgagee, encumbering the Land, the Improvements and the related personal property and other property described and defined in the Senior Mortgage as the "Property" (the "**Mortgaged Property**"), and recorded substantially concurrently herewith in the Official Records of Napa County, California (the "**Official Records**"). As security for the repayment of the principal and interest owing on the Bonds, Senior Mortgagee has assigned to Holder all of its right, title and interest in, to and under the Senior Loan Documents. All capitalized terms used herein and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

C. Pursuant to that certain Agreement for Amendment, Assignment, and Assumption of Affordable Housing Loan (Hunt's Grove Affordable Housing) dated as of _____, between Subordinate Mortgagee and Borrower ("**Subordinate Assignment Agreement**"), Borrower is assuming the obligations of Hunt Avenue Associates, a California limited partnership ("**Original Borrower**") in connection with a loan previously made by Subordinate Mortgagee to Original Borrower in the principal amount of $762,752 (the "**Subordinate Existing City Loan**"), including the obligations under that certain promissory note dated on or about June 18, 1991, executed by Original Borrower to Subordinate Mortgagee in the amount of $762,752 (the "**Original Subordinate Note**"), and under that certain Leasehold Deed of Trust and Assignment of Rents executed by BRIDGE Housing Corporation, a California nonprofit public benefit corporation ("**BRIDGE**"), for the benefit of Subordinate Mortgagee, which was recorded in the Official Records on June 18, 1991 as Instrument No. _____ (the "**Original Subordinate Mortgage**"). Concurrently with the Subordinate Assignment Agreement, Borrower is executing (i) that certain Amended and Restated Promissory Note (Hunt's Grove Affordable Housing Loan) dated as of _____, in favor of Subordinate Mortgagee which will amended and restate the Original Subordinate Note in its entirety (the "**Subordinate $762,752 Note**"), and (ii) that certain Amended and Restated Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of _____, in favor of Subordinate Mortgagee which will amend and restate the Original Subordinate Mortgage in its entirety, and which will record in the Official Records substantially concurrently herewith (the "**Subordinate $762,752 Deed of Trust**").

D. Substantially concurrently herewith, Subordinate Mortgagee is ground leasing a portion of the Property to Borrower pursuant to that certain Ground Lease (Hunt's Grove Affordable Housing) dated as of _____ (the "**St. Helena Ground Lease**"), a memorandum of which is recording in the Official Records substantially concurrently herewith. In connection

with the St. Helena Ground Lease, Subordinate Mortgagee is making a carryback loan to Borrower in the amount of $800,000 to be used to pay for a portion of the rent due under the St. Helena Ground Lease (the "**Subordinate Carryback Loan**"; and together with the Subordinate Existing Loan, the "**Subordinate Loans**"). The Subordinate Carryback Loan will be evidenced by that certain Residual Receipts Promissory Note (Hunt's Grove Lease) dated as of _____, from Borrower to Subordinate Mortgagee in the face principal amount of $800,000 (the "**Subordinate $800,000 Note**"; and together with the Subordinate $762,752 Note, the "**Subordinate Notes**"). Subordinate $800,000 Note will be secured by that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of _____, from Borrower to Subordinate Mortgagee, which is recording in the Official Records substantially concurrently herewith ("**Subordinate $800,000 Deed of Trust**"; and together with the Subordinate $762,752 Deed of Trust, the "**Subordinate Deeds of Trust**").

E. In connection with the St. Helena Ground Lease and the Subordinate Loans, Borrower and Subordinate Mortgagee have also executed that certain Affordable Housing Covenant (Hunt's Grove) dated as of _____, which is recording in the Official Records substantially concurrently herewith ("**Affordable Housing Covenant**"). As used herein, the "**Subordinate Affordable Housing Covenant Provisions**" shall mean Sections 3, 8(a)(i),(ii), and (iv), inclusive, 9(b)1. through 3., inclusive.

F. The execution and delivery of this Agreement is a condition precedent to Holder purchasing the Bonds and the Issuer making the Loan, as applicable.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **DEFINITIONS.** THE FOLLOWING TERMS, WHEN USED IN THIS AGREEMENT (INCLUDING, AS APPROPRIATE, WHEN USED IN THE ABOVE RECITALS), WILL HAVE THE FOLLOWING MEANINGS:

(A) "**AFFORDABLE HOUSING COVENANT**" HAS THE MEANING ASCRIBED THERETO IN RECITAL E, ABOVE.

(B) "**BANKRUPTCY PROCEEDING**" MEANS ANY BANKRUPTCY, REORGANIZATION, INSOLVENCY, COMPOSITION, RESTRUCTURING, DISSOLUTION, LIQUIDATION, RECEIVERSHIP, ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR CUSTODIANSHIP ACTION OR PROCEEDING UNDER ANY FEDERAL OR STATE LAW WITH RESPECT TO BORROWER, ANY GUARANTOR OF ANY OF THE SENIOR INDEBTEDNESS, ANY OF THEIR RESPECTIVE PROPERTIES, OR ANY OF THEIR RESPECTIVE PARTNERS, MEMBERS, OFFICERS, DIRECTORS, OR SHAREHOLDERS.

(C) "**BORROWER**" MEANS ALL PERSONS OR ENTITIES IDENTIFIED AS "BORROWER" IN THE FIRST RECITAL OF THIS AGREEMENT, TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, AND ANY OTHER PERSON OR ENTITY WHO ACQUIRES TITLE TO THE MORTGAGED PROPERTY AFTER THE DATE OF THIS AGREEMENT; PROVIDED THAT THE TERM "BORROWER" WILL NOT INCLUDE

SENIOR MORTGAGEE IF SENIOR MORTGAGEE ACQUIRE TITLES TO THE MORTGAGED PROPERTY.

(D) "**CASUALTY**" MEANS THE OCCURRENCE OF DAMAGE TO OR LOSS OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY BY FIRE OR OTHER CASUALTY.

(E) "**CONDEMNATION**" MEANS THE PROJECT OR ANY PART THEREOF IS TAKEN BY CONDEMNATION OR EMINENT DOMAIN OR BY GRANT OF THE MORTGAGED PROPERTY IN LIEU THEREOF.

(F) "**ENFORCEMENT ACTION**" MEANS ANY OF THE FOLLOWING ACTIONS TAKEN BY OR AT THE DIRECTION OF SUBORDINATE MORTGAGEE: THE ACCELERATION OF ALL OR ANY PART OF THE SUBORDINATE INDEBTEDNESS, THE ADVERTISING OF OR COMMENCEMENT OF ANY FORECLOSURE OR TRUSTEE'S SALE PROCEEDINGS, THE EXERCISE OF ANY POWER OF SALE, THE ACCEPTANCE OF A DEED OR ASSIGNMENT IN LIEU OF FORECLOSURE OR SALE, THE COLLECTING OF RENTS, THE OBTAINING OF OR SEEKING OF THE APPOINTMENT OF A RECEIVER, THE SEEKING OF DEFAULT INTEREST, THE TAKING OF POSSESSION OR CONTROL OF ANY OF THE MORTGAGED PROPERTY, THE COMMENCEMENT OF ANY SUIT OR OTHER LEGAL, ADMINISTRATIVE, OR ARBITRATION PROCEEDING BASED UPON ANY SUBORDINATE NOTE OR ANY OTHER OF THE SUBORDINATE LOAN DOCUMENTS OR THE AFFORDABLE HOUSING COVENANT, THE EXERCISING OF ANY BANKER'S LIEN OR RIGHTS OF SET-OFF OR RECOUPMENT, OR THE EXERCISE OF ANY OTHER REMEDIAL ACTION AGAINST BORROWER, ANY OTHER PARTY LIABLE FOR ANY OF THE SUBORDINATE INDEBTEDNESS OR OBLIGATED UNDER ANY OF THE SUBORDINATE LOAN DOCUMENTS, OR THE MORTGAGED PROPERTY.

(G) "**ENFORCEMENT ACTION NOTICE**" MEANS A WRITTEN NOTICE FROM SUBORDINATE MORTGAGEE TO SENIOR MORTGAGEE, GIVEN FOLLOWING ONE OR MORE SUBORDINATE MORTGAGE DEFAULT(S) AND THE EXPIRATION OF ANY NOTICE OR CURE PERIODS PROVIDED FOR SUCH SUBORDINATE MORTGAGE DEFAULT(S) IN THE SUBORDINATE LOAN DOCUMENTS OR THE AFFORDABLE HOUSING COVENANT, SETTING FORTH IN REASONABLE DETAIL THE SUBORDINATE MORTGAGE DEFAULT(S) AND THE ENFORCEMENT ACTIONS PROPOSED TO BE TAKEN BY SUBORDINATE MORTGAGEE.

(H) "**IMPOSITIONS**" MEANS (I) ALL GENERAL AND SPECIFIC REAL PROPERTY TAXES AND ASSESSMENTS IMPOSED ON THE MORTGAGED PROPERTY; (II) ALL OTHER TAXES AND ASSESSMENTS AND CHARGES OF EVERY KIND THAT ARE ASSESSED UPON THE MORTGAGED PROPERTY (OR UPON THE OWNER AND/OR OPERATOR OF THE MORTGAGED PROPERTY) AND THAT CREATE OR MAY CREATE A LIEN UPON THE MORTGAGED PROPERTY (OR UPON ANY PERSONAL PROPERTY OR FIXTURES USED IN CONNECTION WITH THE MORTGAGED PROPERTY), INCLUDING WITHOUT LIMITATION

NONGOVERNMENTAL LEVIES AND ASSESSMENTS PURSUANT TO APPLICABLE COVENANTS, CONDITIONS OR RESTRICTIONS; AND (III) ALL LICENSE FEES, TAXES AND ASSESSMENTS IMPOSED ON ANY MORTGAGEE (OTHER THAN SUCH MORTGAGEE'S INCOME OR FRANCHISE TAXES) WHICH ARE MEASURED BY OR BASED UPON (IN WHOLE OR IN PART) THE AMOUNT OF THE OBLIGATIONS SECURED BY THE MORTGAGED PROPERTY.

(I) "**LEASES**" MEANS, COLLECTIVELY, ALL LEASES OF THE MORTGAGED PROPERTY OR ANY PORTION THEREOF, ALL LICENSES AND AGREEMENTS RELATING TO THE MANAGEMENT, LEASING OR OPERATION OF THE MORTGAGED PROPERTY OR ANY PORTION THEREOF, AND ALL OTHER AGREEMENTS OF ANY KIND RELATING TO THE USE OR OCCUPANCY OF THE MORTGAGED PROPERTY OR ANY PORTION THEREOF.

(J) "**LOSS PROCEEDS**" MEANS ALL MONIES RECEIVED OR TO BE RECEIVED UNDER ANY INSURANCE POLICY, FROM ANY CONDEMNING AUTHORITY, OR FROM ANY OTHER SOURCE, AS A RESULT OR ANY CONDEMNATION OR CASUALTY.

(K) "**NOTICE**" IS DEFINED IN SECTION 6(D).

(L) "**RECYCLED TAX-EXEMPT LOAN NOTE**" HAS THE MEANING SET FORTH IN SECTION 7 OF THIS AGREEMENT.

(M) "**RECYCLED TAX-EXEMPT LOAN**" HAS THE MEANING SET FORTH IN SECTION 7 OF THIS AGREEMENT.

(N) "**RENTS**" SHALL HAVE THE MEANING SET FORTH IN THE SENIOR MORTGAGE.

(O) "**SENIOR INDEBTEDNESS**" MEANS SENIOR LOAN.

(P) "**SENIOR LOAN AGREEMENT**" HAS THE MEANING ASCRIBED THERETO IN RECITAL B, ABOVE.

(Q) "**SENIOR LOAN DOCUMENTS**" MEANS, THE SENIOR LOAN AGREEMENT, THE SENIOR NOTE, THE SENIOR MORTGAGE AND ALL OTHER "LOAN DOCUMENTS" DESCRIBED IN THE SENIOR LOAN AGREEMENT.

(R) "**SENIOR MORTGAGE**" HAS THE MEANING ASCRIBED THERETO IN RECITAL B, ABOVE.

(S) "**SENIOR MORTGAGE DEFAULT**" MEANS ANY ACT, FAILURE TO ACT, EVENT, CONDITION, OR OCCURRENCE WHICH CONSTITUTES, OR WHICH WITH THE GIVING OF NOTICE OR THE PASSAGE OF TIME, OR BOTH, WOULD CONSTITUTE, A "DEFAULT" OR AN "EVENT OF DEFAULT" AS DEFINED IN THE SENIOR LOAN AGREEMENT.

(T) "**SENIOR MORTGAGEE**" HAS THE MEANING ASCRIBED THERETO IN THE PREAMBLE TO THIS AGREEMENT.

(U) "**SENIOR NOTE**" HAS THE MEANING ASCRIBED THERETO IN RECITAL B, ABOVE, AS MAY BE AMENDED FROM TIME TO TIME.

(V) "**SERIES A-3 RECYCLED BONDS**" HAS THE MEANING SET FORTH IN SECTION 7 OF THIS AGREEMENT.

(W) "**SERIES A-3 RECYCLED BONDS ISSUANCE**" HAS THE MEANING SET FORTH IN SECTION 7 OF THIS AGREEMENT.

(X) "**SUBORDINATE INDEBTEDNESS**" MEANS ALL SUMS EVIDENCED OR SECURED OR GUARANTEED BY, OR OTHERWISE DUE AND PAYABLE TO SUBORDINATE MORTGAGEE PURSUANT TO, THE SUBORDINATE LOAN DOCUMENTS.

(Y) "**SUBORDINATE LOAN DOCUMENTS**" MEANS THE SUBORDINATE ASSIGNMENT, THE SUBORDINATE NOTES, THE SUBORDINATE MORTGAGES, THE SUBORDINATE AFFORDABLE HOUSING COVENANT PROVISIONS, AND ALL OTHER DOCUMENTS AT ANY TIME EVIDENCING, SECURING, GUARANTEEING, OR OTHERWISE DELIVERED IN CONNECTION WITH THE SUBORDINATE INDEBTEDNESS, AS THE SAME MAY BE AMENDED. NOTWITHSTANDING THE FOREGOING, THE ST. HELENA GROUND LEASE AND THE AFFORDABLE HOUSING COVENANT (WITH THE EXCEPTION OF THE SUBORDINATE AFFORDABLE HOUSING COVENANT PROVISIONS) SHALL NOT BE "SUBORDINATE LOAN DOCUMENTS" HEREUNDER.

(Z) "**SUBORDINATE MORTGAGE DEFAULT**" MEANS ANY ACT, FAILURE TO ACT, EVENT, CONDITION, OR OCCURRENCE WHICH ALLOWS (BUT FOR ANY CONTRARY PROVISION OF THIS AGREEMENT), OR WHICH WITH THE GIVING OF NOTICE OR THE PASSAGE OF TIME, OR BOTH, WOULD ALLOW (BUT FOR ANY CONTRARY PROVISION OF THIS AGREEMENT), SUBORDINATE MORTGAGEES TO TAKE AN ENFORCEMENT ACTION.

(AA) "**SUBORDINATE MORTGAGEE**" MEANS THE PERSON OR ENTITY NAMED AS SUCH IN THE FIRST PARAGRAPH OF THIS AGREEMENT AND ANY OTHER PERSON OR ENTITY WHO BECOMES THE LEGAL HOLDER OF ANY SUBORDINATE NOTE AFTER THE DATE OF THIS AGREEMENT.

(BB) "**SUBORDINATE MORTGAGES**" HAS THE MEANING ASCRIBED THERETO IN RECITAL D, ABOVE.

(CC) "**SUBORDINATE NOTES**" HAS THE MEANING ASCRIBED THERETO IN RECITAL D, ABOVE.

(DD) "**SUPPLEMENTAL DOCUMENTS**" HAS THE MEANING SET FORTH IN SECTION 7 OF THIS AGREEMENT.

2. **SUBORDINATION OF SUBORDINATE INDEBTEDNESS**.

(A) THE SUBORDINATE INDEBTEDNESS IS AND WILL AT ALL TIMES CONTINUE TO BE SUBJECT AND SUBORDINATE IN RIGHT OF PAYMENT TO THE PRIOR PAYMENT IN FULL OF THE SENIOR INDEBTEDNESS.

(B) UNTIL THE OCCURRENCE OF A SENIOR MORTGAGE DEFAULT, SUBORDINATE MORTGAGEE WILL BE ENTITLED TO RETAIN FOR ITS OWN ACCOUNT ALL PAYMENTS MADE ON ACCOUNT OF THE PRINCIPAL OF AND INTEREST ON THE SUBORDINATE INDEBTEDNESS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBORDINATE LOAN DOCUMENTS; PROVIDED NO SUCH PAYMENT IS MADE MORE THAN 10 DAYS IN ADVANCE OF ITS DUE DATE AND PROVIDED FURTHER THAT NO SUCH PAYMENT EXCEEDS THE AMOUNT PERMITTED UNDER THE SUBORDINATE LOAN DOCUMENTS. HOWEVER, IMMEDIATELY UPON SUBORDINATE MORTGAGEE'S RECEIPT OF NOTICE OR ACTUAL KNOWLEDGE OF A SENIOR MORTGAGE DEFAULT, SUBORDINATE MORTGAGEE WILL NOT ACCEPT ANY PAYMENTS ON ACCOUNT OF THE SUBORDINATE INDEBTEDNESS, AND THE PROVISIONS OF SECTION 2(C) OF THIS AGREEMENT WILL APPLY. SUBORDINATE MORTGAGEE ACKNOWLEDGES THAT A SUBORDINATE MORTGAGE DEFAULT CONSTITUTES A SENIOR MORTGAGE DEFAULT. ACCORDINGLY, UPON THE SUBORDINATE MORTGAGEE'S KNOWLEDGE OF A SUBORDINATE MORTGAGE DEFAULT, SUBORDINATE MORTGAGEE WILL BE DEEMED TO HAVE ACTUAL KNOWLEDGE OF A SENIOR MORTGAGE DEFAULT.

(C) IF (I) SUBORDINATE MORTGAGEE RECEIVES ANY PAYMENT, PROPERTY, OR ASSET OF ANY KIND OR IN ANY FORM ON ACCOUNT OF THE SUBORDINATE INDEBTEDNESS (INCLUDING ANY PROCEEDS FROM ANY ENFORCEMENT ACTION) AFTER A SENIOR MORTGAGE DEFAULT OF WHICH SUBORDINATE MORTGAGEE HAS ACTUAL KNOWLEDGE (OR IS DEEMED TO HAVE ACTUAL KNOWLEDGE AS PROVIDED IN 2(B) ABOVE) OR HAS BEEN GIVEN NOTICE, OR (II) SUBORDINATE MORTGAGEE RECEIVES, VOLUNTARILY OR INVOLUNTARILY, BY OPERATION OF LAW OR OTHERWISE, ANY PAYMENT, PROPERTY, OR ASSET IN OR IN CONNECTION WITH ANY BANKRUPTCY PROCEEDING, SUCH PAYMENT, PROPERTY, OR ASSET WILL BE RECEIVED AND HELD IN TRUST FOR SENIOR MORTGAGEE. SUBORDINATE MORTGAGEE WILL PROMPTLY REMIT, IN KIND AND PROPERLY ENDORSED AS NECESSARY, ALL SUCH PAYMENTS, PROPERTIES, AND ASSETS TO SENIOR MORTGAGEE. SENIOR MORTGAGEE WILL APPLY ANY PAYMENT, ASSET, OR PROPERTY SO RECEIVED FROM SUBORDINATE MORTGAGEE TO THE SENIOR INDEBTEDNESS IN SUCH ORDER, AMOUNT (WITH RESPECT TO ANY ASSET OR PROPERTY OTHER THAN IMMEDIATELY AVAILABLE FUNDS), AND MANNER AS SENIOR MORTGAGEE DETERMINES IN ITS SOLE AND ABSOLUTE DISCRETION.

(D) WITHOUT LIMITING THE COMPLETE SUBORDINATION OF THE SUBORDINATE INDEBTEDNESS TO THE PAYMENT IN FULL OF THE SENIOR INDEBTEDNESS, IN ANY BANKRUPTCY PROCEEDING, UPON ANY PAYMENT OR DISTRIBUTION (WHETHER IN CASH, PROPERTY, SECURITIES, OR OTHERWISE) TO

CREDITORS (I) THE SENIOR INDEBTEDNESS WILL FIRST BE PAID IN FULL IN CASH BEFORE SUBORDINATE MORTGAGEE WILL BE ENTITLED TO RECEIVE ANY PAYMENT OR OTHER DISTRIBUTION ON ACCOUNT OF OR IN RESPECT OF THE SUBORDINATE INDEBTEDNESS, AND (II) UNTIL ALL OF THE SENIOR INDEBTEDNESS IS PAID IN FULL IN CASH, ANY PAYMENT OR DISTRIBUTION TO WHICH SUBORDINATE MORTGAGEE WOULD BE ENTITLED BUT FOR THIS AGREEMENT (WHETHER IN CASH, PROPERTY, OR OTHER ASSETS) WILL BE MADE TO SENIOR MORTGAGEE.

(E) THE SUBORDINATION OF THE SUBORDINATE INDEBTEDNESS WILL CONTINUE IF ANY PAYMENT UNDER THE SENIOR LOAN DOCUMENTS (WHETHER BY OR ON BEHALF OF BORROWER, AS PROCEEDS OF SECURITY OR ENFORCEMENT OF ANY RIGHT OF SET-OFF OR OTHERWISE) IS FOR ANY REASON REPAID OR RETURNED TO BORROWER OR ITS INSOLVENT ESTATE, OR AVOIDED, SET ASIDE OR REQUIRED TO BE PAID TO BORROWER, A TRUSTEE, RECEIVER OR OTHER SIMILAR PARTY UNDER ANY BANKRUPTCY, INSOLVENCY, RECEIVERSHIP OR SIMILAR LAW. IN SUCH EVENT, ANY OR ALL OF THE SENIOR INDEBTEDNESS ORIGINALLY INTENDED TO BE SATISFIED WILL BE DEEMED TO BE REINSTATED AND OUTSTANDING TO THE EXTENT OF ANY REPAYMENT, RETURN, OR OTHER ACTION, AS IF SUCH PAYMENT ON ACCOUNT OF THE SENIOR INDEBTEDNESS HAD NOT BEEN MADE.

3. **SUBORDINATION OF SUBORDINATE LOAN DOCUMENTS**.

(A) EACH OF THE SUBORDINATE LOAN DOCUMENTS IS, AND WILL AT ALL TIMES REMAIN, SUBJECT AND SUBORDINATE IN ALL RESPECTS TO THE LIENS, TERMS, COVENANTS, CONDITIONS, OPERATIONS, AND EFFECTS OF EACH OF THE SENIOR LOAN DOCUMENTS. SUBORDINATE MORTGAGEE INTENTIONALLY AND UNCONDITIONALLY SUBORDINATES THE LIEN OR CHARGE OF THE SUBORDINATE LOAN DOCUMENTS IN FAVOR OF THE LIEN OR CHARGE UPON THE MORTGAGED PROPERTY OF THE SENIOR MORTGAGE AND THE OTHER SENIOR LOAN DOCUMENTS, AND UNDERSTANDS THAT IN RELIANCE UPON AND IN CONSIDERATION OF THIS SUBORDINATION, SPECIFIC LOANS AND ADVANCES ARE BEING AND WILL BE MADE AND, AS PART AND PARCEL THEREOF, SPECIFIC MONETARY AND OTHER OBLIGATIONS ARE BEING AND WILL BE ENTERED INTO WHICH WOULD NOT BE MADE OR ENTERED INTO BUT FOR SAID RELIANCE UPON THIS SUBORDINATION.

(B) THE SUBORDINATION OF THE SUBORDINATE LOAN DOCUMENTS AND OF THE SUBORDINATE INDEBTEDNESS WILL APPLY AND CONTINUE NOTWITHSTANDING (I) THE ACTUAL DATE AND TIME OF EXECUTION, DELIVERY, RECORDING, FILING OR PERFECTION OF EACH OF THE SENIOR LOAN DOCUMENTS AND OF EACH OF THE SUBORDINATE LOAN DOCUMENTS, (II) THE AVAILABILITY OF ANY COLLATERAL TO SENIOR MORTGAGEE, INCLUDING THE AVAILABILITY OF ANY COLLATERAL OTHER THAN THE MORTGAGED PROPERTY, AND (III) THE AMENDMENT AND RESTATEMENT OF THE SENIOR NOTE AND THE SENIOR MORTGAGE ON THE CONVERSION DATE (AS DEFINED IN THE SENIOR LOAN AGREEMENT).

(C) BY REASON OF, AND WITHOUT IN ANY WAY LIMITING, THE FULL SUBORDINATION OF THE SUBORDINATE INDEBTEDNESS AND THE SUBORDINATE LOAN DOCUMENTS PROVIDED FOR IN THIS AGREEMENT, ALL RIGHTS AND CLAIMS OF SUBORDINATE MORTGAGEE UNDER THE SUBORDINATE LOAN DOCUMENTS IN OR TO ALL OR ANY PORTION OF THE MORTGAGED PROPERTY ARE EXPRESSLY SUBJECT AND SUBORDINATE IN ALL RESPECTS TO THE RIGHTS AND CLAIMS OF SENIOR MORTGAGEE UNDER THE SENIOR LOAN DOCUMENTS IN OR TO THE MORTGAGED PROPERTY.

(D) IF SUBORDINATE MORTGAGEE, BY INDEMNIFICATION, SUBROGATION OR OTHERWISE, ACQUIRES ANY LIEN, ESTATE, RIGHT OR OTHER INTEREST IN ANY OF THE MORTGAGED PROPERTY, THEN THAT LIEN, ESTATE, RIGHT OR OTHER INTEREST WILL BE FULLY SUBJECT AND SUBORDINATE TO THE RECEIPT BY SENIOR MORTGAGEE OF PAYMENT IN FULL OF THE SENIOR INDEBTEDNESS, AND TO THE SENIOR LOAN DOCUMENTS, TO THE SAME EXTENT AS THE SUBORDINATE INDEBTEDNESS AND THE SUBORDINATE LOAN DOCUMENTS ARE SUBORDINATE PURSUANT TO THIS AGREEMENT.

4. **ADDITIONAL REPRESENTATIONS AND COVENANTS**.

(A) SUBORDINATE MORTGAGEE REPRESENTS AND WARRANTS THAT EACH OF THE FOLLOWING IS TRUE:

(I) SUBORDINATE MORTGAGEE IS NOW THE OWNER AND HOLDER OF THE SUBORDINATE LOAN DOCUMENTS.

(II) THE SUBORDINATE LOAN DOCUMENTS AND THE AFFORDABLE HOUSING COVENANT ARE NOW IN FULL FORCE AND EFFECT.

(III) THE SUBORDINATE LOAN DOCUMENTS AND THE AFFORDABLE HOUSING COVENANT HAVE NOT BEEN MODIFIED OR AMENDED EXCEPT AS EXPRESSLY STATED IN THE RECITALS HERETO.

(IV) NO SUBORDINATE MORTGAGE DEFAULT HAS OCCURRED.

(V) THE CURRENT UNPAID AGGREGATE PRINCIPAL BALANCE OF THE SUBORDINATE INDEBTEDNESS IS $_____.

(VI) NO SCHEDULED MONTHLY PAYMENTS UNDER ANY SUBORDINATE NOTE HAVE BEEN OR WILL BE PREPAID.

(VII) NONE OF THE RIGHTS OF SUBORDINATE MORTGAGEE UNDER ANY OF THE SUBORDINATE LOAN DOCUMENTS ARE SUBJECT TO THE RIGHTS OF ANY THIRD PARTIES, BY WAY OF SUBROGATION, INDEMNIFICATION OR OTHERWISE.

(B) WITHOUT THE PRIOR WRITTEN CONSENT OF SENIOR MORTGAGEE IN EACH INSTANCE, SUBORDINATE MORTGAGEE WILL NOT DO ANY OF THE FOLLOWING:

(I) AMEND, MODIFY, WAIVE, EXTEND, RENEW, OR REPLACE ANY PROVISION OF ANY OF THE SUBORDINATE LOAN DOCUMENTS OR THE AFFORDABLE HOUSING COVENANT.

(II) PLEDGE, ASSIGN, TRANSFER, CONVEY, OR SELL ANY INTEREST IN THE SUBORDINATE INDEBTEDNESS OR ANY OF THE SUBORDINATE LOAN DOCUMENTS OR THE AFFORDABLE HOUSING COVENANT.

(III) ACCEPT ANY PAYMENT ON ACCOUNT OF THE SUBORDINATE INDEBTEDNESS OTHER THAN A REGULARLY SCHEDULED PAYMENT OF INTEREST OR PRINCIPAL AND INTEREST MADE NOT EARLIER THAN TEN (10) DAYS PRIOR TO ITS DUE DATE, OR AS EXPRESSLY AUTHORIZED IN SECTION 4(I) BELOW.

(IV) TAKE ANY ACTION WHICH HAS THE EFFECT OF INCREASING THE SUBORDINATE INDEBTEDNESS.

(V) APPEAR IN, DEFEND OR BRING ANY ACTION TO PROTECT SUBORDINATE MORTGAGEE'S INTEREST IN THE MORTGAGED PROPERTY.

(VI) TAKE ANY ACTION CONCERNING ENVIRONMENTAL MATTERS AFFECTING THE MORTGAGED PROPERTY.

(C) SUBORDINATE MORTGAGEE WILL DELIVER TO SENIOR MORTGAGEE A COPY OF EACH NOTICE RECEIVED OR DELIVERED BY SUBORDINATE MORTGAGEE PURSUANT TO THE SUBORDINATE LOAN DOCUMENTS, THE AFFORDABLE HOUSING COVENANT OR IN CONNECTION WITH THE SUBORDINATE INDEBTEDNESS, SIMULTANEOUSLY WITH SUBORDINATE MORTGAGEE'S DELIVERY OR RECEIPT OF SUCH NOTICE. SENIOR MORTGAGEE WILL DELIVER TO SUBORDINATE MORTGAGEE IN THE MANNER REQUIRED IN SECTION 5(B) A COPY OF EACH NOTICE OF A SENIOR MORTGAGE DEFAULT DELIVERED TO BORROWER BY SENIOR MORTGAGEE. NEITHER GIVING NOR FAILING TO GIVE A NOTICE TO SENIOR MORTGAGEE OR SUBORDINATE MORTGAGEE PURSUANT TO THIS SECTION 4(C) WILL AFFECT THE VALIDITY OF ANY NOTICE GIVEN BY SENIOR MORTGAGEE OR SUBORDINATE MORTGAGEE TO BORROWER, AS BETWEEN BORROWER AND SUCH OF SENIOR MORTGAGEE OR SUBORDINATE MORTGAGEE AS PROVIDED THE NOTICE TO BORROWER.

(D) WITHOUT THE PRIOR WRITTEN CONSENT OF SENIOR MORTGAGEE IN EACH INSTANCE, SUBORDINATE MORTGAGEE WILL NOT COMMENCE, OR JOIN WITH ANY OTHER CREDITOR IN COMMENCING, ANY BANKRUPTCY PROCEEDING. IN THE EVENT OF A BANKRUPTCY PROCEEDING, SUBORDINATE MORTGAGEE WILL NOT VOTE AFFIRMATIVELY IN FAVOR OF ANY PLAN OF REORGANIZATION OR LIQUIDATION UNLESS SENIOR MORTGAGEE HAS ALSO VOTED AFFIRMATIVELY IN FAVOR OF SUCH PLAN. IN THE EVENT OF ANY BANKRUPTCY PROCEEDING, SUBORDINATE MORTGAGEE WILL NOT CONTEST

THE CONTINUED ACCRUAL OF INTEREST ON THE SENIOR INDEBTEDNESS, IN ACCORDANCE WITH AND AT THE RATES SPECIFIED IN THE SENIOR LOAN DOCUMENTS, BOTH FOR PERIODS BEFORE AND FOR PERIODS AFTER THE COMMENCEMENT OF SUCH BANKRUPTCY PROCEEDINGS.

(E) WHENEVER THE SUBORDINATE LOAN DOCUMENTS GIVE SUBORDINATE MORTGAGEE APPROVAL OR CONSENT RIGHTS WITH RESPECT TO ANY MATTER, AND A RIGHT OF APPROVAL OR CONSENT WITH REGARD TO THE SAME OR SUBSTANTIALLY THE SAME MATTER IS ALSO GRANTED TO SENIOR MORTGAGEE PURSUANT TO THE SENIOR LOAN DOCUMENTS OR OTHERWISE, SENIOR MORTGAGEE'S APPROVAL OR CONSENT OR FAILURE TO APPROVE OR CONSENT, AS THE CASE MAY BE, WILL BE BINDING ON SUBORDINATE MORTGAGEE. NONE OF THE OTHER PROVISIONS OF THIS SECTION 4 ARE INTENDED TO BE IN ANY WAY IN LIMITATION OF THE PROVISIONS OF THIS SECTION 4(E).

(F) ALL REQUIREMENTS PERTAINING TO INSURANCE UNDER THE SUBORDINATE LOAN DOCUMENTS (INCLUDING REQUIREMENTS RELATING TO AMOUNTS AND TYPES OF COVERAGES, DEDUCTIBLES AND SPECIAL ENDORSEMENTS) WILL BE DEEMED SATISFIED IF BORROWER COMPLIES WITH THE INSURANCE REQUIREMENTS UNDER THE SENIOR LOAN DOCUMENTS AND OF SENIOR MORTGAGEE. ALL ORIGINAL POLICIES OF INSURANCE REQUIRED PURSUANT TO THE SENIOR LOAN DOCUMENTS WILL BE HELD BY SENIOR MORTGAGEE. NOTHING IN THIS SECTION 4(F) WILL PRECLUDE SUBORDINATE MORTGAGEE FROM REQUIRING THAT IT BE NAMED AS A MORTGAGEE AND LOSS PAYEE, AS ITS INTEREST MAY APPEAR, UNDER ALL POLICIES OF PROPERTY DAMAGE INSURANCE MAINTAINED BY BORROWER WITH RESPECT TO THE MORTGAGED PROPERTY, PROVIDED SUCH ACTION DOES NOT AFFECT THE PRIORITY OF PAYMENT OF LOSS PROCEEDS, OR THAT SUBORDINATE MORTGAGEE BE NAMED AS AN ADDITIONAL INSURED UNDER ALL POLICIES OF LIABILITY INSURANCE MAINTAINED BY BORROWER WITH RESPECT TO THE MORTGAGED PROPERTY.

(G) IN THE EVENT OF A CONDEMNATION OR A CASUALTY, ALL OF THE FOLLOWING PROVISIONS WILL APPLY:

(I) THE RIGHTS OF SUBORDINATE MORTGAGEE (UNDER THE SUBORDINATE LOAN DOCUMENTS, THE AFFORDABLE HOUSING COVENANT OR OTHERWISE) TO PARTICIPATE IN ANY PROCEEDING OR ACTION RELATING TO A CONDEMNATION OR A CASUALTY, OR TO PARTICIPATE OR JOIN IN ANY SETTLEMENT OF, OR TO ADJUST, ANY CLAIMS RESULTING FROM A CONDEMNATION OR A CASUALTY, WILL BE AND REMAIN SUBORDINATE IN ALL RESPECTS TO SENIOR MORTGAGEE'S RIGHTS UNDER THE SENIOR LOAN DOCUMENTS WITH RESPECT THERETO, AND SUBORDINATE MORTGAGEE WILL BE BOUND BY ANY SETTLEMENT OR ADJUSTMENT OF A CLAIM RESULTING FROM A CONDEMNATION OR A CASUALTY MADE BY SENIOR MORTGAGEE.

(II) ALL LOSS PROCEEDS WILL BE APPLIED EITHER TO PAYMENT OF THE COSTS AND EXPENSES OF RESTORATION OR TO PAYMENT ON ACCOUNT OF THE SENIOR INDEBTEDNESS, AS AND IN THE MANNER DETERMINED BY SENIOR MORTGAGEE IN ITS SOLE DISCRETION.

(III) IF SENIOR MORTGAGEE APPLIES OR RELEASES LOSS PROCEEDS FOR THE PURPOSES OF RESTORATION OF THE MORTGAGED PROPERTY, THEN SUBORDINATE MORTGAGEE WILL RELEASE FOR SUCH PURPOSE ALL OF ITS RIGHT, TITLE AND INTEREST, IF ANY, IN AND TO SUCH LOSS PROCEEDS. IF SENIOR MORTGAGEE HOLDS LOSS PROCEEDS, OR MONITORS THE DISBURSEMENT THEREOF, SUBORDINATE MORTGAGEE WILL NOT DO SO. NOTHING CONTAINED IN THIS AGREEMENT WILL BE DEEMED TO REQUIRE SENIOR MORTGAGEE TO ACT FOR OR ON BEHALF OF SUBORDINATE MORTGAGEE IN CONNECTION WITH ANY RESTORATION OR TO HOLD OR MONITOR ANY LOSS PROCEEDS IN TRUST FOR OR OTHERWISE ON BEHALF OF SUBORDINATE MORTGAGEE, AND ALL OR ANY LOSS PROCEEDS MAY BE COMMINGLED WITH ANY FUNDS OF SENIOR MORTGAGEE.

(IV) IF SENIOR MORTGAGEE ELECTS TO APPLY LOSS PROCEEDS TO PAYMENT ON ACCOUNT OF THE SENIOR INDEBTEDNESS, AND IF THE APPLICATION OF SUCH LOSS PROCEEDS RESULTS IN THE PAYMENT IN FULL OF THE ENTIRE SENIOR INDEBTEDNESS, ANY REMAINING LOSS PROCEEDS HELD BY SENIOR MORTGAGEE WILL BE PAID TO SUBORDINATE MORTGAGEE UNLESS ANOTHER PARTY HAS ASSERTED A CLAIM TO THE REMAINING LOSS PROCEEDS.

(H) SUBORDINATE MORTGAGEE WILL ENTER INTO ATTORNMENT AND NON-DISTURBANCE AGREEMENTS WITH ALL TENANTS UNDER COMMERCIAL OR RETAIL LEASES, IF ANY, TO WHOM SENIOR MORTGAGEE HAS GRANTED ATTORNMENT AND NON-DISTURBANCE, ON THE SAME TERMS AND CONDITIONS GIVEN BY SENIOR MORTGAGEE.

(I) EXCEPT AS PROVIDED IN THIS SECTION 4(I), AND REGARDLESS OF ANY CONTRARY PROVISION IN THE SUBORDINATE LOAN DOCUMENTS OR THE AFFORDABLE HOUSING COVENANT, SUBORDINATE MORTGAGEE WILL NOT COLLECT PAYMENTS FOR THE PURPOSE OF ESCROWING FOR ANY COST OR EXPENSE RELATED TO THE MORTGAGED PROPERTY OR FOR ANY PORTION OF THE SUBORDINATE INDEBTEDNESS. HOWEVER, IF SENIOR MORTGAGEE IS NOT COLLECTING ESCROW PAYMENTS FOR ONE OR MORE IMPOSITIONS, SUBORDINATE MORTGAGEE MAY COLLECT ESCROW PAYMENTS FOR SUCH IMPOSITIONS; PROVIDED THAT ALL PAYMENTS SO COLLECTED BY SUBORDINATE MORTGAGEE WILL BE HELD IN TRUST BY SUBORDINATE MORTGAGEE TO BE APPLIED ONLY TO THE PAYMENT OF SUCH IMPOSITIONS.

(J) WITHIN 10 DAYS AFTER REQUEST BY SENIOR MORTGAGEE, SUBORDINATE MORTGAGEE WILL FURNISH SENIOR MORTGAGEE WITH A STATEMENT, DULY ACKNOWLEDGED AND CERTIFIED SETTING FORTH THE THEN-CURRENT AMOUNT AND TERMS OF THE SUBORDINATE INDEBTEDNESS,

CONFIRMING THAT THERE EXISTS NO DEFAULT UNDER THE S (OR DESCRIBING ANY DEFAULT THAT DOES EXIST), AND CERTIFYING TO SUCH OTHER INFORMATION WITH RESPECT TO THE SUBORDINATE INDEBTEDNESS AS SENIOR MORTGAGEE MAY REQUEST.

(K) SENIOR MORTGAGEE MAY AMEND, WAIVE, POSTPONE, EXTEND, RENEW, REPLACE, REDUCE OR OTHERWISE MODIFY ANY PROVISIONS OF THE SENIOR LOAN DOCUMENTS WITHOUT THE NECESSITY OF OBTAINING THE CONSENT OF OR PROVIDING NOTICE TO SUBORDINATE MORTGAGEE, AND WITHOUT AFFECTING ANY OF THE PROVISIONS OF THIS AGREEMENT.

(L) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS SUBORDINATION AGREEMENT SHALL NOT ABRIDGE, IMPAIR, OR RESTRAIN THE CITY OF ST. HELENA, ITS OFFICERS, OFFICIALS, EMPLOYEES (COLLECTIVELY, THE "CITY"), AND ANY REGULATORY BODY ACTING ON BEHALF OF THE CITY, FROM EXERCISING OTHER RIGHTS OR DUTIES AUTHORIZED OR REQUIRED BY LAW. THE CITY SHALL RETAIN ALL RIGHTS TO ACT IN SUCH REGULATORY CAPACITY AND THIS SUBORDINATION AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO AFFECT THE CITY'S REGULATORY AUTHORITY OVER BORROWER OR THE PROJECT.

5. **DEFAULT UNDER LOAN DOCUMENTS**.

(A) FOR A PERIOD OF 90 DAYS FOLLOWING DELIVERY TO SENIOR MORTGAGEE OF AN ENFORCEMENT ACTION NOTICE, SENIOR MORTGAGEE WILL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO CURE ANY SUBORDINATE MORTGAGE DEFAULT, PROVIDED THAT IF SUCH SUBORDINATE MORTGAGE DEFAULT IS A NON-MONETARY DEFAULT AND IS NOT CAPABLE OF BEING CURED WITHIN SUCH 90-DAY PERIOD AND SENIOR MORTGAGEE HAS COMMENCED AND IS DILIGENTLY PURSUING SUCH CURE TO COMPLETION, SENIOR MORTGAGEE WILL HAVE SUCH ADDITIONAL PERIOD OF TIME AS MAY BE REQUIRED TO CURE SUCH SUBORDINATE MORTGAGE DEFAULT OR UNTIL SUCH TIME, IF EVER, AS SENIOR MORTGAGEE (I) DISCONTINUES ITS PURSUIT OF ANY CURE AND/OR (II) DELIVERS TO SUBORDINATE MORTGAGEE SENIOR MORTGAGEE'S WRITTEN CONSENT TO THE ENFORCEMENT ACTION DESCRIBED IN THE ENFORCEMENT ACTION NOTICE. SENIOR MORTGAGEE WILL NOT BE SUBROGATED TO THE RIGHTS OF SUBORDINATE MORTGAGEE UNDER THE SUBORDINATE LOAN DOCUMENTS BY REASON OF SENIOR MORTGAGEE HAVING CURED ANY SUBORDINATE MORTGAGE DEFAULT. HOWEVER, SUBORDINATE MORTGAGEE ACKNOWLEDGES THAT ALL AMOUNTS ADVANCED OR EXPENDED BY SENIOR MORTGAGEE IN ACCORDANCE WITH THE SENIOR LOAN DOCUMENTS OR TO CURE A SUBORDINATE MORTGAGE DEFAULT WILL BE ADDED TO AND BECOME A PART OF THE SENIOR INDEBTEDNESS AND WILL BE SECURED BY THE LIEN OF THE SENIOR MORTGAGE.

(B) SENIOR MORTGAGEE SHALL NOT COMPLETE A FORECLOSURE SALE OF THE MORTGAGED PROPERTY OR RECORD A DEED-IN-LIEU OF FORECLOSURE WITH RESPECT TO THE MORTGAGED PROPERTY (EACH, A

"**FORECLOSURE REMEDY**") UNLESS SUBORDINATE MORTGAGEE HAS FIRST BEEN GIVEN FORTY-FIVE (45) DAYS WRITTEN NOTICE OF THE SENIOR MORTGAGE DEFAULT GIVING SENIOR MORTGAGEE THE RIGHT TO COMPLETE SUCH FORECLOSURE REMEDY, AND UNLESS SUBORDINATE MORTGAGEE HAS FAILED, WITHIN SUCH FORTY-FIVE (45) DAY PERIOD, TO CURE SUCH EVENT(S) OF DEFAULT; PROVIDED, HOWEVER, THAT SENIOR MORTGAGEE SHALL BE ENTITLED DURING SUCH FORTY-FIVE (45) DAY PERIOD TO CONTINUE TO PURSUE ALL OF ITS RIGHTS AND REMEDIES UNDER THE SENIOR LOAN DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, ACCELERATION OF THE SENIOR LOAN, COMMENCEMENT AND PURSUIT OF A JUDICIAL OR NON-JUDICIAL FORECLOSURE (BUT NOT COMPLETION OF THE FORECLOSURE SALE), APPOINTMENT OF A RECEIVER, ENFORCEMENT OF ANY GUARANTY, AND/OR ENFORCEMENT OF ANY OTHER SENIOR LOAN DOCUMENT. IN THE EVENT SENIOR MORTGAGEE HAS ACCELERATED THE SENIOR LOAN AND SUBORDINATE MORTGAGEE CURES ALL EVENTS OF DEFAULT GIVING RISE TO SUCH ACCELERATION WITHIN THE FORTY-FIVE (45) DAY CURE PERIOD DESCRIBED ABOVE, SUCH CURE SHALL HAVE THE EFFECT OF DE-ACCELERATING THE SENIOR LOAN; PROVIDED, HOWEVER, THAT SUCH DE-ACCELERATION SHALL NOT WAIVE OR LIMIT ANY OF SENIOR MORTGAGEE'S RIGHTS TO ACCELERATE THE SENIOR LOAN OR EXERCISE ANY OTHER REMEDIES UNDER THE SENIOR LOAN DOCUMENTS AS TO ANY FUTURE OR CONTINUING EVENT(S) OF DEFAULT. IT IS THE EXPRESS INTENT OF THE PARTIES HEREUNDER THAT SENIOR MORTGAGEE SHALL HAVE THE RIGHT TO PURSUE ALL RIGHTS AND REMEDIES EXCEPT COMPLETION OF A FORECLOSURE REMEDY WITHOUT LIABILITY TO SUBORDINATE MORTGAGEE FOR FAILURE TO PROVIDE TIMELY NOTICE TO SUBORDINATE MORTGAGEE REQUIRED HEREUNDER, AND THAT SENIOR MORTGAGEE'S LIABILITY HEREUNDER SHALL BE EXPRESSLY LIMITED TO ACTUAL DAMAGES TO SUBORDINATE MORTGAGEE DIRECTLY CAUSED BY SENIOR MORTGAGEE'S COMPLETION OF A FORECLOSURE REMEDY WITHOUT SUBORDINATE MORTGAGEE RECEIVING THE NOTICE AND OPPORTUNITY TO CURE DESCRIBED ABOVE. SENIOR MORTGAGEE SHALL GIVE SUBORDINATE MORTGAGEE ANY REQUIRED NOTICE DESCRIBED ABOVE AT THE ADDRESS SET FORTH BELOW IN SECTION 6(G).

Subordinate Mortgagee will not be subrogated to the rights of Senior Mortgagee under the Senior Loan Documents by reason of Subordinate Mortgagee having cured any Senior Mortgage Default. However, Senior Mortgagee acknowledges that all amounts paid by Subordinate Mortgagee to Senior Mortgagee to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Mortgagee pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(b) to the contrary, Subordinate Mortgagee's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(C) IN THE EVENT OF A SUBORDINATE MORTGAGE DEFAULT, SUBORDINATE MORTGAGEE WILL NOT COMMENCE ANY ENFORCEMENT ACTION UNTIL 90 DAYS AFTER SUBORDINATE MORTGAGEE HAS DELIVERED TO SENIOR MORTGAGEE AN ENFORCEMENT ACTION NOTICE WITH RESPECT TO SUCH ENFORCEMENT ACTION. SUBORDINATE MORTGAGEE MAY NOT COMMENCE

ANY OTHER ENFORCEMENT ACTION, INCLUDING ANY FORECLOSURE ACTION UNDER THE SUBORDINATE LOAN DOCUMENTS, UNTIL THE EARLIER OF (I) THE EXPIRATION OF SUCH 90-DAY PERIOD OR SUCH LONGER PERIOD AS PROVIDED IN SECTION 5(A), OR (II) THE DELIVERY BY SENIOR MORTGAGEE TO SUBORDINATE MORTGAGEE OF SENIOR MORTGAGEE'S WRITTEN CONSENT TO SUCH ENFORCEMENT ACTION BY SUBORDINATE MORTGAGEE. SUBORDINATE MORTGAGEE ACKNOWLEDGES THAT SENIOR MORTGAGEE MAY GRANT OR REFUSE CONSENT TO SUBORDINATE MORTGAGEE'S ENFORCEMENT ACTION IN SENIOR MORTGAGEE'S SOLE AND ABSOLUTE DISCRETION. AT THE EXPIRATION OF SUCH 90-DAY PERIOD OR SUCH LONGER PERIOD AS PROVIDED IN SECTION 5(A) AND, SUBJECT TO SENIOR MORTGAGEE'S RIGHT TO CURE SET FORTH IN SECTION 5(A), SUBORDINATE MORTGAGEE MAY COMMENCE ANY ENFORCEMENT ACTION. ANY ENFORCEMENT ACTION ON THE PART OF SUBORDINATE MORTGAGEE WILL BE SUBJECT TO THE PROVISIONS OF THIS AGREEMENT. SUBORDINATE MORTGAGEE ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 5(C) ARE FAIR AND REASONABLE UNDER THE CIRCUMSTANCES, THAT SUBORDINATE MORTGAGEE HAS RECEIVED A SUBSTANTIAL BENEFIT FROM SENIOR MORTGAGEE HAVING GRANTED ITS CONSENT TO THE SUBORDINATE MORTGAGE, AND THAT SENIOR MORTGAGEE WOULD NOT HAVE GRANTED SUCH CONSENT WITHOUT THE INCLUSION OF THESE PROVISIONS IN THIS AGREEMENT.

(D) SENIOR MORTGAGEE MAY PURSUE ALL RIGHTS AND REMEDIES AVAILABLE TO IT UNDER THE SENIOR LOAN DOCUMENTS, AT LAW, OR IN EQUITY, REGARDLESS OF ANY ENFORCEMENT ACTION NOTICE OR ENFORCEMENT ACTION BY SUBORDINATE MORTGAGEE. NO ACTION OR FAILURE TO ACT ON THE PART OF SENIOR MORTGAGEE IN THE EVENT OF A SUBORDINATE MORTGAGE DEFAULT OR COMMENCEMENT OF AN ENFORCEMENT ACTION WILL CONSTITUTE A WAIVER ON THE PART OF SENIOR MORTGAGEE OF ANY PROVISION OF THE SENIOR LOAN DOCUMENTS OR THIS AGREEMENT.

(E) IF THE ENFORCEMENT ACTION TAKEN BY SUBORDINATE MORTGAGEE IS THE APPOINTMENT OF A RECEIVER FOR ANY OF THE MORTGAGED PROPERTY, ALL OF THE RENTS, ISSUES, PROFITS AND PROCEEDS COLLECTED BY THE RECEIVER WILL BE PAID AND APPLIED BY THE RECEIVER SOLELY TO AND FOR THE BENEFIT OF SENIOR MORTGAGEE UNTIL THE SENIOR INDEBTEDNESS WILL HAVE BEEN PAID IN FULL.

(F) SUBORDINATE MORTGAGEE CONSENTS TO AND AUTHORIZES THE RELEASE BY SENIOR MORTGAGEE OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY FROM THE LIEN, OPERATION, AND EFFECT OF THE SENIOR LOAN DOCUMENTS. SUBORDINATE MORTGAGEE WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EQUITABLE OR OTHER RIGHTS IT MAY HAVE (I) IN CONNECTION WITH THE RELEASE OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY, (II) TO REQUIRE THE SEPARATE SALE OF ANY PORTION OF THE MORTGAGED PROPERTY, (III) TO REQUIRE SENIOR MORTGAGEE

TO EXHAUST ITS REMEDIES AGAINST ALL OR ANY PORTION OF THE MORTGAGED PROPERTY OR ANY COMBINATION OF PORTIONS OF THE MORTGAGED PROPERTY OR ANY OTHER COLLATERAL FOR THE SENIOR INDEBTEDNESS, OR (IV) TO REQUIRE SENIOR MORTGAGEE TO PROCEED AGAINST BORROWER, ANY OTHER PARTY THAT MAY BE LIABLE FOR ANY OF THE SENIOR INDEBTEDNESS (INCLUDING ANY GENERAL PARTNER OF BORROWER IF BORROWER IS A PARTNERSHIP), ALL OR ANY PORTION OF THE MORTGAGED PROPERTY OR COMBINATION OF PORTIONS OF THE MORTGAGED PROPERTY OR ANY OTHER COLLATERAL, BEFORE PROCEEDING AGAINST ALL OR SUCH PORTIONS OR COMBINATION OF PORTIONS OF THE MORTGAGED PROPERTY AS SENIOR MORTGAGEE DETERMINES. SUBORDINATE MORTGAGEE WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL BENEFITS UNDER CALIFORNIA CIVIL CODE SECTIONS 2845, 2849 AND 2850. SUBORDINATE MORTGAGEE CONSENTS TO AND AUTHORIZES, AT THE OPTION OF SENIOR MORTGAGEE, THE SALE, EITHER SEPARATELY OR TOGETHER, OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY. SUBORDINATE MORTGAGEE ACKNOWLEDGES THAT WITHOUT NOTICE TO SUBORDINATE MORTGAGEE AND WITHOUT AFFECTING ANY OF THE PROVISIONS OF THIS AGREEMENT, SENIOR MORTGAGEE MAY (I) EXTEND THE TIME FOR OR WAIVE ANY PAYMENT OR PERFORMANCE UNDER THE SENIOR LOAN DOCUMENTS; (II) MODIFY OR AMEND IN ANY RESPECT ANY PROVISION OF THE SENIOR LOAN DOCUMENTS; AND (III) MODIFY, EXCHANGE, SURRENDER, RELEASE, AND OTHERWISE DEAL WITH ANY ADDITIONAL COLLATERAL FOR THE SENIOR INDEBTEDNESS.

(G) IF ANY PARTY OTHER THAN BORROWER (INCLUDING SENIOR MORTGAGEE) ACQUIRES TITLE TO ANY OF THE MORTGAGED PROPERTY PURSUANT TO A FORECLOSURE OF, OR TRUSTEE'S SALE OR OTHER EXERCISE OF ANY POWER OF SALE UNDER, THE SENIOR MORTGAGE CONDUCTED IN ACCORDANCE WITH APPLICABLE LAW, THE LIEN, OPERATION, AND EFFECT OF THE SUBORDINATE MORTGAGES AND OTHER SUBORDINATE LOAN DOCUMENTS AUTOMATICALLY WILL TERMINATE WITH RESPECT TO SUCH MORTGAGED PROPERTY.

6. SPECIAL PROVISIONS REGARDING AFFORDABLE HOUSING COVENANT

(A) TRANSFERS. NOTWITHSTANDING ANYTHING SET FORTH IN THE AFFORDABLE HOUSING COVENANT TO THE CONTRARY, NOTHING IN THE AFFORDABLE HOUSING COVENANT SHALL BE DEEMED TO RESTRICT OR LIMIT, OR REQUIRE THE CONSENT OF SUBORDINATE MORTGAGEE TO ANY FORECLOSURE OR DEED IN LIEU OF FORECLOSURE OF THE SENIOR MORTGAGE BY SENIOR MORTGAGEE OR ITS SUCCESSOR, ASSIGNS, OR NOMINEE (A "**FORECLOSURE ACTION**"), OR AN SUBSEQUENT TRANSFER AFTER ANY SUCH FORECLOSURE ACTION.

(B) COMPLIANCE WITH SUBORDINATE LOAN DOCUMENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE AFFORDABLE HOUSING COVENANT, FROM AND AFTER ANY FORECLOSURE ACTION, NEITHER SENIOR MORTGAGEE NOR ANY SUCCESSOR IN INTEREST TO

THE PROPERTY FOLLOWING ANY FORECLOSURE ACTION (COLLECTIVELY, THE "**SUCCESSOR OWNER**"), SHALL BE OBLIGATED TO COMPLY WITH THE TERMS OF ANY SUBORDINATE LOAN DOCUMENT, AND NEITHER SENIOR MORTGAGEE NOR ANY SUCCESSOR OWNER SHALL HAVE ANY OBLIGATION TO REPAY THE SUBORDINATE LOAN.

7. RECYCLED BONDS AND SUBORDINATE LENDER CONSENT.

(A) SUBORDINATE MORTGAGEE ACKNOWLEDGES AND AGREES THAT BORROWER, SUBORDINATE MORTGAGEE AND SENIOR MORTGAGEE ANTICIPATE THAT THERE MAY BE AN ISSUANCE OF ADDITIONAL RECYCLED TAX-EXEMPT BONDS IN THE APPROXIMATE AMOUNT OF ///[$2,847,020]/// FOLLOWING THE DATE HEREOF PURSUANT TO AND IN ACCORDANCE WITH SECTION 2.1 OF THE MASTER PLEDGE (THE "**SERIES A-3 RECYCLED BONDS**"). IN THE EVENT THAT (I) SUCH SERIES A-3 RECYCLED BONDS BECOME AVAILABLE, (II) BORROWER REQUESTS AN ADDITIONAL TAX-EXEMPT LOAN FROM ISSUER IN THE AMOUNT OF ANY SUCH SERIES A-3 RECYCLED BONDS, AND (III) SENIOR MORTGAGEE AGREES TO PURCHASE THE SERIES A-3 RECYCLED BONDS TO PROVIDE FUNDING FOR AGENT, ON BEHALF OF ISSUER, TO MAKE SUCH ADDITIONAL TAX-EXEMPT LOAN (SUBJECT TO SUCH CONDITIONS AS SENIOR MORTGAGEE SHALL DETERMINE IN ITS SOLE AND ABSOLUTE DISCRETION) (THE "**RECYCLED TAX-EXEMPT LOAN**") AND (IV) ISSUER AGREES TO MAKE SUCH RECYCLED TAX-EXEMPT LOAN, THEN ISSUER SHALL ISSUE THE SERIES A-3 RECYCLED BONDS, SENIOR MORTGAGEE SHALL PURCHASE THE RECYCLED TAX-EXEMPT BONDS, AND BORROWER SHALL EXECUTE AN ADDITIONAL PROMISSORY NOTE IN FAVOR OF AGENT (THE "**RECYCLED TAX-EXEMPT LOAN NOTE**") EVIDENCING THE RECYCLED TAX-EXEMPT LOAN. UPON THE EXECUTION AND DELIVERY OF THE SERIES A-3 RECYCLED BONDS AND THE RECYCLED TAX-EXEMPT LOAN NOTE, AND THE CLOSING OF THE RECYCLED TAX-EXEMPT LOAN, THE RESPECTIVE MAXIMUM PRINCIPAL AMOUNTS THEREOF SHALL BE DEEMED ADDED TO THE SENIOR TAX-EXEMPT LOAN, AND AN EQUAL PORTION OF THE THERETOFORE UN-ADVANCED MAXIMUM PRINCIPAL AMOUNT OF THE SENIOR TAXABLE NOTE AND SENIOR TAXABLE LOAN SHALL BE UN-ADVANCEABLE AND DEEMED CANCELED AND REMOVED FROM THE SENIOR LOAN, AND THE SENIOR TAXABLE NOTE SHALL BE DEEMED CANCELLED AND TERMINATED AND OF NO FURTHER FORCE AND EFFECT. FOR PURPOSES OF CLARIFICATION, FOLLOWING THE CLOSING OF THE SERIES A-3 RECYCLED BONDS ISSUANCE (AS DEFINED IN THE IMMEDIATELY SUCCEEDING SENTENCE), THE MAXIMUM PRINCIPAL AMOUNT OF THE RECYCLED PROJECT LOAN NOTE PLUS THE MAXIMUM PRINCIPAL AMOUNT OF THE SENIOR TAX-EXEMPT NOTE SHALL EQUAL THE MAXIMUM PRINCIPAL AMOUNT OF THE SENIOR LOAN. THE FOREGOING TRANSACTIONS DESCRIBED IN THIS SECTION 7(A) ARE HEREINAFTER REFERRED TO COLLECTIVELY AS THE "**SERIES A-3 RECYCLED BONDS ISSUANCE**".

(B) IN THE EVENT THAT THE SERIES A-3 RECYCLED BONDS ISSUANCE OCCURS AS CONTEMPLATED HEREIN AND IN SECTION 2.1 OF THE MASTER PLEDGE, SUBORDINATE MORTGAGEE HEREBY CONSENTS TO THE SERIES A-3 RECYCLED BOND ISSUANCE, THE MAKING OF THE RECYCLED TAX-EXEMPT

LOAN, THE ISSUANCE OF THE SERIES A-3 RECYCLED BONDS, THE EXECUTION OF THE RECYCLED TAX-EXEMPT NOTE, AND ANY AMENDMENTS, MODIFICATIONS AND/OR RESTATEMENTS OF THE SENIOR LOAN DOCUMENTS, AND SUCH OTHER DOCUMENTS OR INSTRUMENTS REASONABLY REQUIRED BY SENIOR MORTGAGEE, TO EVIDENCE THE SERIES A-3 RECYCLED BONDS ISSUANCE (THE "**SUPPLEMENTAL DOCUMENTS**"), AND ACKNOWLEDGE AND AGREE THAT NEITHER THE EXECUTION OF SUCH SUPPLEMENTAL DOCUMENTS OR THE SERIES A-3 RECYCLED BONDS ISSUANCE SHALL ABROGATE OR OTHERWISE AFFECT THE AGREEMENTS OF SUBORDINATE MORTGAGEE SET FORTH HEREIN.

8. **MISCELLANEOUS PROVISIONS**.

(A) THIS AGREEMENT SHALL BE THE WHOLE AND ONLY AGREEMENT WITH REGARD TO THE SUBORDINATION OF THE LIEN OR CHARGE OF THE SUBORDINATE LOAN DOCUMENTS TO THE LIEN OR CHARGE OF THE SENIOR LOAN DOCUMENTS AND SHALL SUPERSEDE AND CANCEL, BUT ONLY INSOFAR AS WOULD AFFECT THE PRIORITY BETWEEN SAID DOCUMENTS, ANY PRIOR AGREEMENTS AS TO SUCH SUBORDINATION, INCLUDING, BUT NOT LIMITED TO, THOSE PROVISIONS, IF ANY, CONTAINED IN THE SUBORDINATE LOAN DOCUMENTS WHICH PROVIDE FOR THE SUBORDINATION OF THE LIEN OR CHARGE THEREOF TO ANOTHER DEED OR DEEDS OF TRUST OR TO ANOTHER MORTGAGE OR MORTGAGES.

(B) IN MAKING DISBURSEMENTS PURSUANT TO ANY OF THE SENIOR LOAN DOCUMENTS, SENIOR MORTGAGEE IS UNDER NO OBLIGATION OR DUTY TO, NOR HAS SENIOR MORTGAGEE REPRESENTED THAT IT WILL, SEE TO THE APPLICATION OF SUCH PROCEEDS BY THE PERSON OR PERSONS TO WHOM SENIOR MORTGAGEE DISBURSES SUCH PROCEEDS, AND ANY APPLICATION OR USE OF SUCH PROCEEDS FOR PURPOSES OTHER THAN THOSE PROVIDED FOR IN SUCH SENIOR LOAN DOCUMENT(S) SHALL NOT DEFEAT THE SUBORDINATION HEREIN MADE IN WHOLE OR IN PART.

(C) SUBORDINATE MORTGAGEE HAS RECEIVED, AND BEEN AFFORDED A REASONABLE OPPORTUNITY TO REVIEW, THE SENIOR LOAN DOCUMENTS. NO DECISION BY SUBORDINATE MORTGAGEE TO REVIEW, OR NOT TO REVIEW, THE SENIOR LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE DISBURSEMENT PROVISIONS CONTAINED THEREIN, SHALL MODIFY, IMPAIR OR OTHERWISE LIMIT OR AFFECT THE ENFORCEABILITY OF THIS AGREEMENT.

(D) IF THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS OF THE SUBORDINATE LOAN DOCUMENTS, THE AFFORDABLE HOUSING COVENANT AND THE TERMS OF THIS AGREEMENT, THEN THE TERMS OF THIS AGREEMENT WILL CONTROL.

(E) THIS AGREEMENT WILL BE BINDING UPON AND WILL INURE TO THE BENEFIT OF THE RESPECTIVE LEGAL SUCCESSORS AND PERMITTED ASSIGNS OF THE PARTIES TO THIS AGREEMENT. NO OTHER PARTY WILL BE ENTITLED TO ANY BENEFITS UNDER THIS AGREEMENT, WHETHER AS A THIRD-PARTY BENEFICIARY OR OTHERWISE.

(F) THIS AGREEMENT DOES NOT CONSTITUTE AN APPROVAL BY SENIOR MORTGAGEE OF THE TERMS OF THE SUBORDINATE LOAN DOCUMENTS.

(G) EACH NOTICE, REQUEST, DEMAND, CONSENT, APPROVAL OR OTHER COMMUNICATION (COLLECTIVELY, "**NOTICES**", AND SINGLY, A "**NOTICE**") WHICH IS REQUIRED OR PERMITTED TO BE GIVEN PURSUANT TO THIS AGREEMENT WILL BE IN WRITING AND WILL BE DEEMED TO HAVE BEEN DULY AND SUFFICIENTLY GIVEN IF (I) PERSONALLY DELIVERED WITH PROOF OF DELIVERY (ANY NOTICE SO DELIVERED WILL BE DEEMED TO HAVE BEEN RECEIVED AT THE TIME SO DELIVERED), OR (II) SENT BY A NATIONAL OVERNIGHT COURIER SERVICE (SUCH AS FEDEX) DESIGNATING EARLIEST AVAILABLE DELIVERY (ANY NOTICE SO DELIVERED WILL BE DEEMED TO HAVE BEEN RECEIVED ON THE NEXT BUSINESS DAY FOLLOWING RECEIPT BY THE COURIER), OR (III) SENT BY UNITED STATES REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, AT A POST OFFICE REGULARLY MAINTAINED BY THE UNITED STATES POSTAL SERVICE (ANY NOTICE SO SENT WILL BE DEEMED TO HAVE BEEN RECEIVED ON THE DATE OF DELIVERY AS CONFIRMED BY THE RETURN RECEIPT), ADDRESSED TO THE RESPECTIVE PARTIES AS FOLLOWS:

(I) NOTICES INTENDED FOR SENIOR MORTGAGEE WILL BE ADDRESSED TO:

Umpqua Bank
One Capitol Mall, Suite 610
Sacramento, California 95814
Attention: Gabriel Brown

With a copy to:

Umpqua Bank
1333 N California Blvd.
Suite 370
Walnut Creek, CA 94596
Attention: Tiiu Newlin

(II) NOTICES INTENDED FOR SUBORDINATE MORTGAGEE WILL BE ADDRESSED TO:

City of S. Helena
1088 Main Street
St. Helena, California 94574
Attention: City Manager

(III) NOTICES INTENDED FOR BORROWER WILL BE ADDRESSED TO:

Hunt Pradera II, L.P.
c/o BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, California 94108
Attention: Executive Director

With a copy to:

Napa Valley Community Housing
150 Camino Dorado
Napa, California 94558
Attention: Erica Sklar

Any party, by Notice given pursuant to this Section, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section.

(H) NOTHING IN THIS AGREEMENT OR IN ANY OF THE SENIOR LOAN DOCUMENTS OR SUBORDINATE LOAN DOCUMENTS WILL BE DEEMED TO CONSTITUTE SENIOR MORTGAGEE AS A JOINT VENTURER OR PARTNER OF SUBORDINATE MORTGAGEE.

(I) UPON NOTICE FROM SENIOR MORTGAGEE, SUBORDINATE MORTGAGEE WILL EXECUTE AND DELIVER SUCH ADDITIONAL INSTRUMENTS AND DOCUMENTS, AND WILL TAKE SUCH ACTIONS, AS ARE REQUIRED BY SENIOR MORTGAGEE IN ORDER TO FURTHER EVIDENCE OR IMPLEMENT THE PROVISIONS AND INTENT OF THIS AGREEMENT.

(J) THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED.

(K) IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT, OR ANY APPLICATION OF ANY SUCH PROVISIONS, IS INVALID, ILLEGAL, OR UNENFORCEABLE IN ANY RESPECT, THE VALIDITY, LEGALITY, ENFORCEABILITY, AND APPLICATION OF THE REMAINING PROVISIONS CONTAINED IN THIS AGREEMENT WILL NOT IN ANY WAY BE AFFECTED OR IMPAIRED.

(L) THE TERM OF THIS AGREEMENT WILL COMMENCE ON THE DATE OF THIS AGREEMENT AND WILL CONTINUE UNTIL THE EARLIEST TO OCCUR OF THE FOLLOWING EVENTS: (I) THE PAYMENT OF ALL OF THE SENIOR INDEBTEDNESS; PROVIDED THAT THIS AGREEMENT WILL BE REINSTATED IN

THE EVENT ANY PAYMENT ON ACCOUNT OF THE SENIOR INDEBTEDNESS IS AVOIDED, SET ASIDE, RESCINDED OR REPAID BY SENIOR MORTGAGEE AS DESCRIBED IN SECTION 2(E) OF THIS AGREEMENT, (II) THE PAYMENT OF ALL OF THE SUBORDINATE INDEBTEDNESS OTHER THAN BY REASON OF PAYMENTS WHICH SUBORDINATE MORTGAGEE IS OBLIGATED TO REMIT TO SENIOR MORTGAGEE PURSUANT TO THIS AGREEMENT, (III) THE ACQUISITION BY SENIOR MORTGAGEE OR BY A THIRD PARTY PURCHASER OF TITLE TO THE MORTGAGED PROPERTY PURSUANT TO A FORECLOSURE OF, DEED IN LIEU OF FORECLOSURE, OR TRUSTEE'S SALE OR OTHER EXERCISE OF A POWER OF SALE OR SIMILAR DISPOSITION UNDER THE SENIOR MORTGAGE; OR (IV) WITH THE PRIOR WRITTEN CONSENT OF SENIOR MORTGAGEE, WITHOUT LIMITING THE PROVISIONS OF SECTION 5(D), THE ACQUISITION BY SUBORDINATE MORTGAGEE OF TITLE TO THE MORTGAGED PROPERTY SUBJECT TO THE SENIOR MORTGAGE PURSUANT TO A FORECLOSURE, OR A DEED IN LIEU OF FORECLOSURE, OF (OR THE EXERCISE OF A POWER OF SALE UNDER) THE SUBORDINATE MORTGAGE. NOTWITHSTANDING THE FOREGOING, THE TERMS AND CONDITIONS OF SECTION 3 OF THIS AGREEMENT SHALL SURVIVE THE OCCURRENCE OF ANY OF THE FOREGOING EVENTS (AND THE TERM OF THIS AGREEMENT, AS TO SECTION 3, SHALL BE PERPETUAL).

(M) NO FAILURE OR DELAY ON THE PART OF ANY PARTY TO THIS AGREEMENT IN EXERCISING ANY RIGHT, POWER, OR REMEDY UNDER THIS AGREEMENT WILL OPERATE AS A WAIVER OF SUCH RIGHT, POWER, OR REMEDY, NOR WILL ANY SINGLE OR PARTIAL EXERCISE OF ANY SUCH RIGHT, POWER OR REMEDY PRECLUDE ANY OTHER OR FURTHER EXERCISE OF SUCH RIGHT, POWER, OR REMEDY OR THE EXERCISE OF ANY OTHER RIGHT, POWER OR REMEDY UNDER THIS AGREEMENT.

(N) EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT IF ANY PARTY FAILS TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, THE OTHER PARTIES WILL HAVE ALL RIGHTS AVAILABLE AT LAW AND IN EQUITY, INCLUDING THE RIGHT TO OBTAIN SPECIFIC PERFORMANCE OF THE OBLIGATIONS OF SUCH DEFAULTING PARTY AND INJUNCTIVE RELIEF.

(O) THIS AGREEMENT SHALL INURE TO THE BENEFIT OF ANY SUBSEQUENT HOLDER OF THE SENIOR NOTE.

(P) THIS AGREEMENT MAY BE AMENDED, CHANGED, MODIFIED, ALTERED OR TERMINATED ONLY BY A WRITTEN INSTRUMENT OR WRITTEN INSTRUMENTS SIGNED BY THE PARTIES TO THIS AGREEMENT.

(Q) THIS AGREEMENT MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL BUT ALL OF WHICH TOGETHER WILL CONSTITUTE ONE AND THE SAME INSTRUMENT.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR MORTGAGEE:

UMPQUA BANK, an Oregon state chartered bank,
as "Agent", pursuant to that certain Master Agency
Agreement dated as of June 1, 2024
between Issuer and Agent

By: _____
Gabriel Brown
Vice President

SUBORDINATE MORTGAGEE:

CITY OF ST. HELENA,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh
City Attorney

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement (City of St. Helena) dated _____, 2024, by and between **UMPQUA BANK**, an Oregon state chartered bank, as agent (in such capacity, "**Senior Mortgagee**") for the **CALIFORNIA MUNICIPAL FINANCE AUTHORITY**, a joint exercise of powers agency existing under the laws of the State of California ("**Issuer**"), pursuant to that certain Master Agency Agreement dated as of _____, 2024, by and between Agent and Issuer.

BORROWER:

HUNT PRADERA II, L.P.,
a California limited partnership

By: Hunt Pradera II, LLC,
a California limited liability company,
its General Partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Smitha Seshadri
Executive Vice President

By: Napa Valley Community Housing,
a California nonprofit public benefit corporation,
its Managing Member

By: _____
Erica R. Sklar
President and Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, 2024 before me, _____,
a Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

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a Notary Public, personally appeared _____, who 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.

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WITNESS my hand and official seal.

Signature_____

(Seal)

ACKNOWLEDGMENT

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State of California)
) ss
County of _____)

On _____, 2024 before me, _____,
a Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

ATTACHMENT NO. 5

REHABILITATION WORK

Hunt's Grove Scope:

1. Full or partial replacement of existing plywood/OSB siding
2. Full or partial window replacement
3. ADA modification of 6 first floor units
4. Full or partial roof replacement with new shingles, sheet metal/flashing, gutters & downspouts
5. Partial water heater replacement
6. LED site lighting replacement
7. Site work, path of travel, and parking AC repairs, as identified by GC/architect and approved building permit.
8. Site landscaping, as identified by GC/architect and approved building permit.
9. Appliance, cabinetry, countertop, and other in-unit replacement, per owner's unit matrix.
10. Other misc. scope items, as identified on approved building permit.

DRAFT

Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration

DATE:	May 14, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Presentation of Opinion Research Data Related to the Proposed November 2024 Real Property Transfer Tax Revenue Measure and Direction to Staff.
RECOMMENDED ACTION:	Direct staff to continue working to place both the Charter City and Real Property Transfer Tax on the ballot for the November 2024 Election and provide direction to staff on the City Council's desired Real Property Transfer Tax structure.
PREVIOUS COUNCIL ACTION:	February 28, 2023 - BakerTilly Report May 23, 2023 - Direction from City Council July 25, 2023 - Direction from City Council October 10, 2023 - Direction from City Council February 27, 2024 - Direction from City Council
STATEMENT OF THE PURPOSE:	To provide data and analysis to City Council for consideration of a November 2024 revenue-generating local ballot measure.
FINANCIAL IMPACT:	If a proposed charter and real property transfer tax is placed on the November 2024 ballot, the City Clerk estimates a cost of $60,000 in addition to approximately $5,000 for informational items. Funding for elections has been included in the FY 24 budget and will be carried over into the FY 25 budget.

BACKGROUND:

Consistent with City Council *Goal 1 - Strengthen Fiscal Resilience, Goal 2 - Improve Infrastructure and Further Environmental Sustainability*, and *Goal 5 - Enhance Quality of Life* the City Council has received several reports on financing and revenue options to address City infrastructure and staffing deficiencies.

To keep expenditures commensurate with annual revenues while maintaining sufficient reserves, the City has been limited in making investments in several areas for over a decade. This is a good practice, has kept expenditures down, and has helped the City earn a favorable credit rating. However, these required budgetary constraints have resulted in uncompetitive staff compensation, as well as significant deferred maintenance of parks, sidewalks, roads, infrastructure, and buildings. It also resulted in high employee vacancy rate (almost 20% in 2023) and high turnover, and inability to recruit for important positions including Police Officers. To ensure the accuracy of the

City's long-range liabilities/needs, and to obtain an outside assessment, a well-known consultancy was hired to conduct a study of the City's finances.

On February 28, 2023, the City Council received a presentation from BakerTilly that included an updated Long Range Financial Forecast (LRFF) which provided financial projections and indicated the requirement to increase revenues and/or further adjust service levels. The presentation provided several ways of dealing with the financial situation including reducing expenditures, engaging more aggressively in shared services, and/or increasing various types of fees and taxes. The key conclusion was that if community expectations are to be met, simply addressing the fiscal gap by only reducing expenditures or sharing costs will not work in the long run and new revenue options would need to be considered.

Actions taken since February 2023

Since the BakerTilly presentation in February 2023, staff has taken several steps that were recommended in the study including:

- Initiated sale of City real property to generate revenue to pay for important City projects.
- Embarked on several process improvements to drive down costs of delivering services.
- Analyzed potential for shared services models for several City services including Police, Fire, Library-Parks and Recreation, Human Resources, and Water/Wastewater.
- Explored various cost cutting measures.
- Evaluated several revenue generation methods including increases in Transient Occupancy Tax (TOT), Sales Tax, Business License Fees.
- Implemented updated Impact Fees and User Fees.
- Actively supported development (housing, restaurants, shops, and hotels) to enhance local economic vibrancy.
- Continue efforts to aggressively seek grants.

The BakerTilly report also mentioned that adjustment in expectations could be another alternative to address the City's long-term financial condition. It should be noted that the City Council and staff have undertaken several measures over the years to respond to lower levels of funding while maintaining sufficient reserves. Cost containment over the last 10-years (requiring expenditures to meet projected revenues) has resulted in various impacts including, but not limited to, insufficient staffing; slower response times for services; inability of staff to consistently respond to requests for assistance; inability to enforce various codes, being reactive instead of proactive; deferred maintenance on roads, sidewalks, and other infrastructure; and inability to construct Capital Improvement Plan (CIP) projects, even when funding was available.

As noted above, the City has already has been cutting costs to match revenues for over a decade, and residents have noted their dissatisfaction through surveys conducted in

2016, 2021, 2023, and more recently, March 2024. Among other things, that the community views the following as, Extremely/Very Serious Problem (greater than 70% of respondents). The table below provides data on items viewed as an Extremely/Very Serious Problem in comparison to previous surveys:

Problem Extremely/Very Serious Problem	2016	2021	2023	2024
Local roads in need of repair	61%	58%	75%	77%
The condition of downtown sidewalks	26%	52%	74%	68%
The condition of local infrastructure	--	58%	74%	71%
The cost of housing	57%	68%	72%	75%
The future of our local water supply	--	83%	70%	85%

Based on this information, it appears unlikely that residents would be willing to further reduce City services. Therefore, a new stable revenue source(s) to fund City services appears to be the resident's preferred option.

As the City Council and staff considered the various options over the last year, none of the possible sources have been estimated to provide either sufficient savings or revenue to address the required estimated $7-$10 million to annually maintain City services that residents have prioritized. The Real Property Transfer Tax (RPTT) is the only option that promises to generate sufficient revenue to address the funding gap.

The following is a summary of City Council actions to explore the RPTT:

May 23, 2023 - City Council further discussed each of the revenue options and directed staff to further pursue the Real Property Transfer Tax and other revenue enhance options.

July 25, 2023 - City Council further directed staff as follows:

1. Move forward with opinion research for a March 2024 General Obligation (GO) Bond which would enable the City to fund projects such as street/road improvements, downtown sidewalk project, and/or provide repair to or new bridges/access ways;
2. Move forward with opinion research for a November 2024 Charter City/Real Property Transfer Tax (to be conducted in March/April 2024); and
3. Established a City Council Revenue Enhancement Ad Hoc Committee comprised of Vice Mayor Hall and Councilmember Summers to assist with: setting opinion research questions, develop ballot language, and, with the Real Property Transfer Tax and corresponding Charter Requirement, draft a charter for City Council consideration.

October 10, 2023 - City Council received a presentation of opinion research related to consideration of a March 2024 General Obligation Bond local ballot measure. Council provided direction to not move forward with this ballot measure and focus on a November 2024 ballot measure for a Charter City/Real Property Transfer Tax.

December 2023 to February 2024 - Staff worked with a citizen's group to seek input and to provide recommendations to Council for the structure of the RPTT. The residents, who met regularly, were from diverse backgrounds, had differing opinions, and spent a considerable amount of time understanding the issues at hand, researching and educating themselves on the City's financial condition, and learning about the RPTT. This group engaged in robust dialog, asked for and reviewed 18 different options for the structure of the tax, and deliberated on other related items. While not unanimous, this group came to a consensus on six recommendations and two tax structures for consideration as noted in the February 27, 2024 staff report to City Council.

February 27, 2024 - City Council reviewed the recommendations of the citizen committee and staff and City Council directed to conduct opinion research on the following:

1. Tax Structure: Flat tax of 2.5% on total sales price over $1 million resulting in an estimated annual revenue of $6.5 million.
2. Tax Structure: Graduated tax of 1.5% on sales price for property between $1 - $5 million, and 3% tax on total sales price over $5 million resulting in an estimated annual revenue of $5.3 million.
3. Tax Sunset of 8 years.

Additionally, the polling would include voter opinion on the various issues facing St. Helena.

DISCUSSION:
FM3 Research surveyed support for:

1. Adopting a City of St. Helena Charter to be established as a Charter City with the ability to adopt local funding measures, such as a real property transfer tax with all other City Council powers remaining the same as general law cities; and
2. Adopting a real property transfer tax (RPTT) to fund City services such as repaving streets, repairing local roads/potholes, downtown sidewalks/infrastructure, maintaining emergency/fire response and general government use.

FM3 is presenting to City Council the analysis and interpretation of the results of the opinion research. The slides that will be used for the presentation are attached to this report. FM3 Research will also be available to answer City Council questions.

City staff is seeking City Council direction on the following:

1. Whether to proceed with the November 2024 Charter City and Real Property Transfer Tax ballot measures.
2. The tax structure itself.
    a. Flat tax of 2.5% on all sales over $1 million generating and estimated $6.5 million annually
    b. Graduated tax of 1.5% on all sales between $1 and $5 million and 3% on all sales over $5 million.

Next Steps
If City Council recommends proceeding with the November 2024 Charter City and Real Property Transfer Tax ballot measures, the next steps are as follows:

Charter City
1. May 14, 2024 - Second Public Hearing - Charter City
2. June 11, 2024 - City Council to consider Charter City measure for November 2024 Ballot

Real Property Transfer Tax
1. June 11, 2024 - City Council to consider Real Property Transfer Tax measure for November 2024 Ballot

ENVIRONMENTAL REVIEW:
N/A

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

220-7051 St. Helena RPTT Survey Analysis - City Council Meeting

St. Helena Voter Attitudes Toward a Real Property Transfer Tax Measure

Key Findings of a Citywide Survey Conducted March 23 – April 4, 2024

FM3 RESEARCH | OPINION RESEARCH & STRATEGY

220-7051

Survey Methodology

Dates	March 23 – April 4, 2024
Survey Type	Dual-mode Voter Survey
Research Population	Likely November 2024 Voters in the City of St. Helena
Total Interviews	403
Margin of Sampling Error	±4.9% at the 95% Confidence Level
Contact Methods	Telephone Calls Email Invitations Text Invitations
Data Collection Modes	Telephone Interviews Online Interviews
Survey Tracking	2016-2023

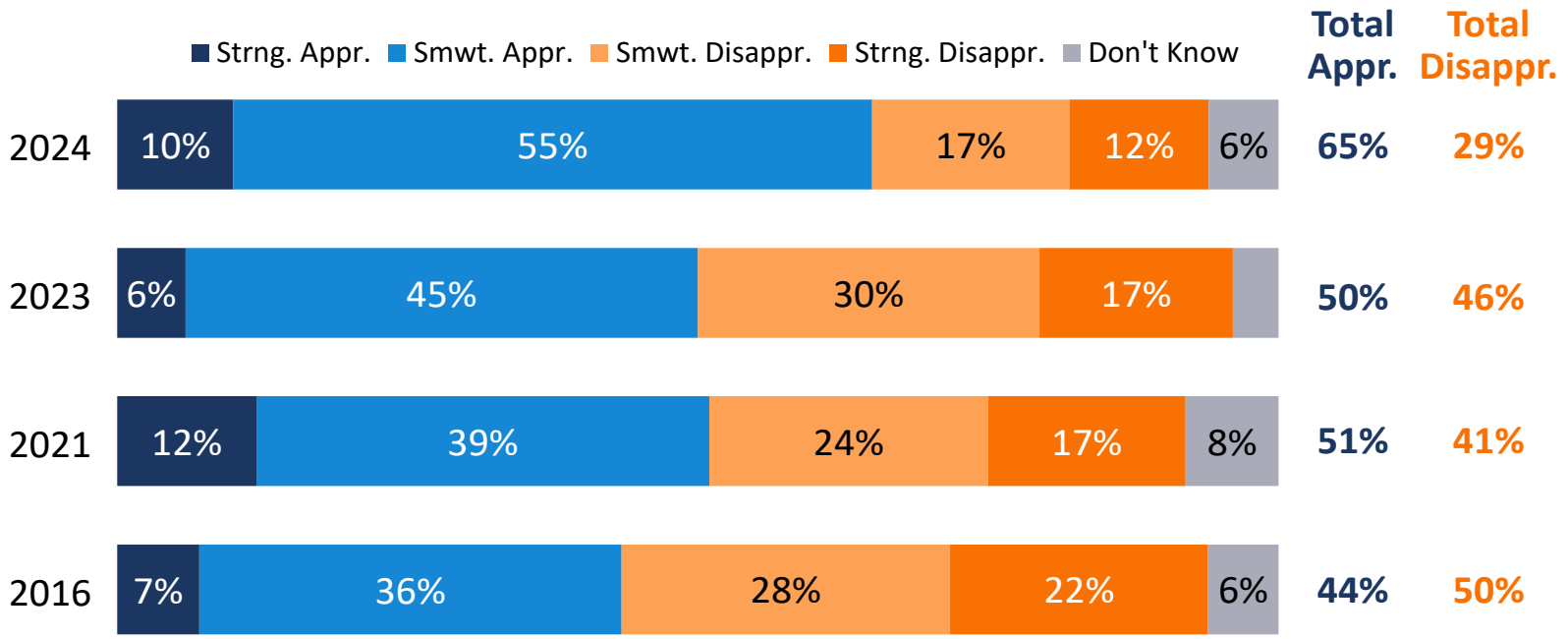
(Note: Not All Results Will Sum to 100% Due to Rounding)

Issue Context

Nearly two-thirds approve of the job being done by St. Helena city government.

I am going to read you a list of organizations. Please tell me if you approve or disapprove of the job being done by the organization.

St. Helena City Government Overall



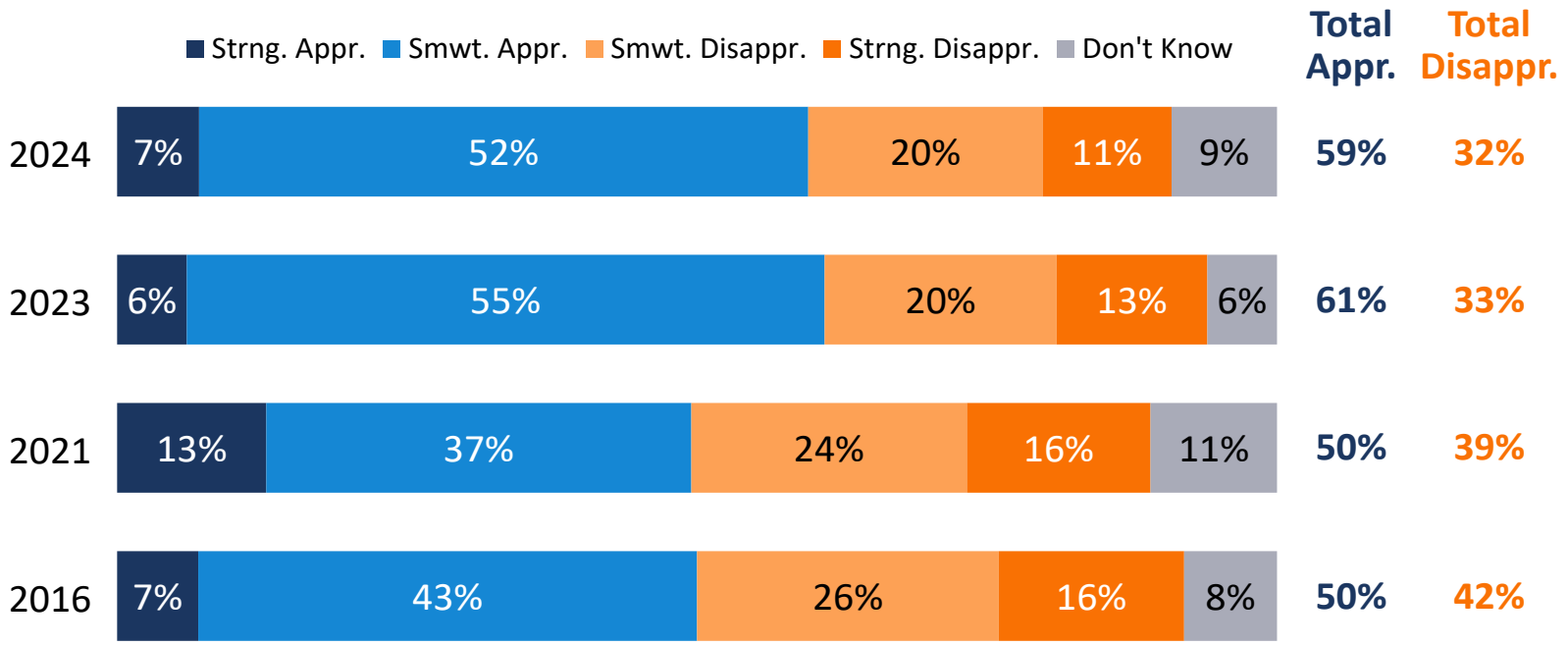
FM3 RESEARCH

Q1a.

Three in five approve of the job being done by the City Council.

I am going to read you a list of organizations. Please tell me if you approve or disapprove of the job being done by the organization.

The St. Helena City Council

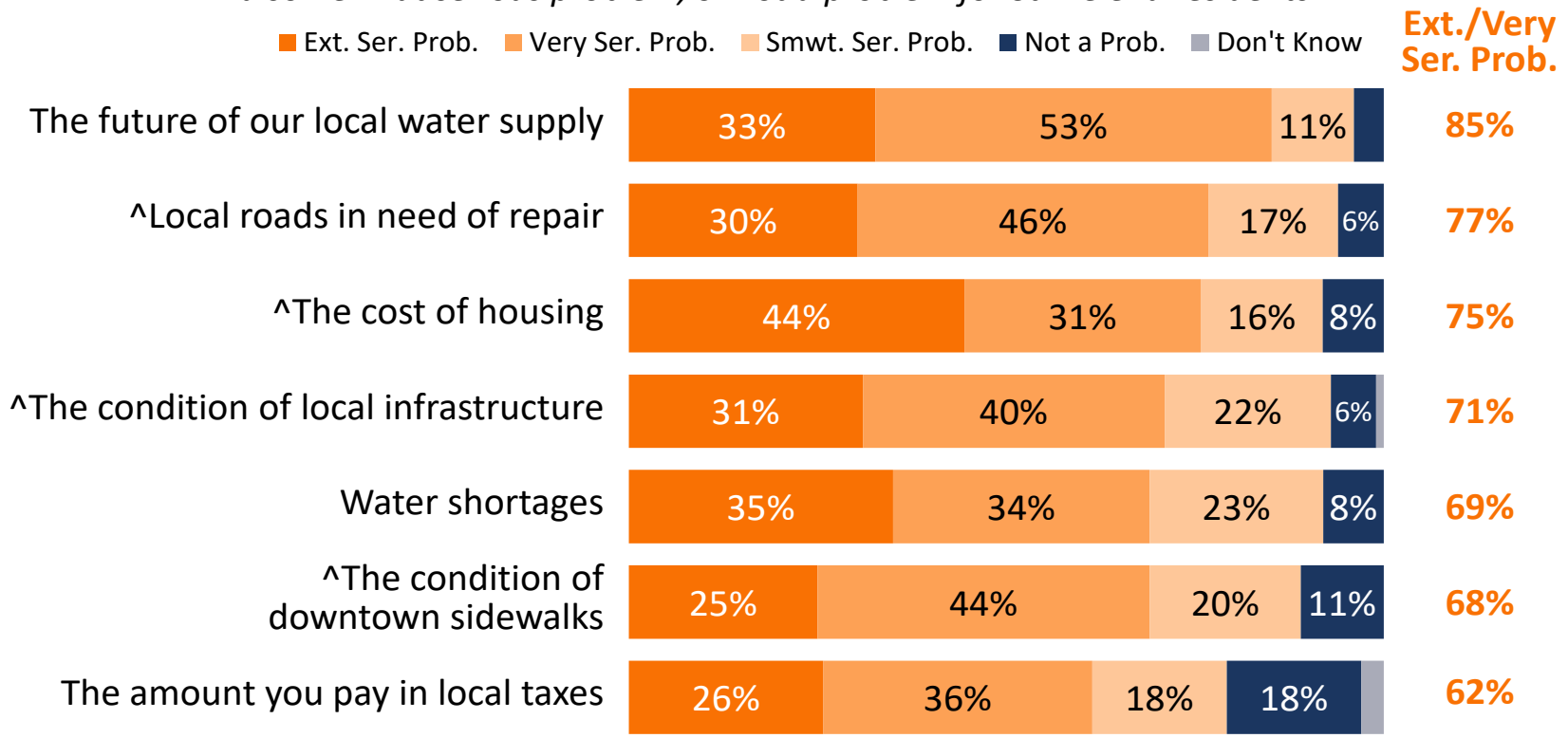


FM3 RESEARCH

Q1b.

Local water supply, local roads, the cost of housing and local infrastructure conditions are the biggest problems facing the community.

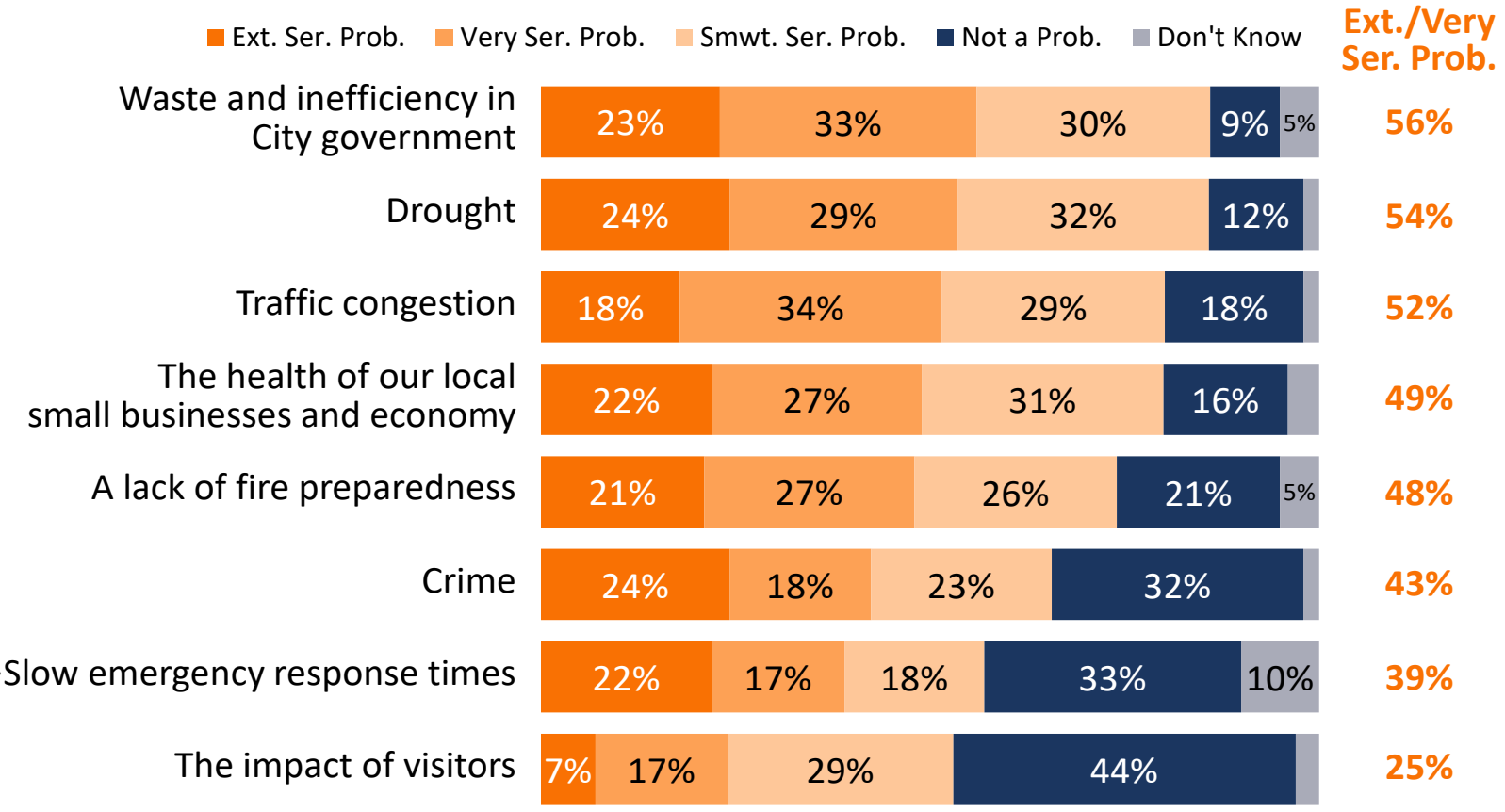
I'm going to read you a list of things some people say may be problems facing St. Helena. Please tell me whether you think it is an extremely serious problem, a very serious problem, a somewhat serious problem, or not a problem for St. Helena residents.



FM3 RESEARCH

Q7. ^Not Part of Split Sample

Voters are least concerned about emergency response times and the impact of visitors.



Q7. I'm going to read you a list of things some people say may be problems facing St. Helena. Please tell me whether you think it is an extremely serious problem, a very serious problem, a somewhat serious problem, or not a problem for St. Helena residents. ^Not Part of Split Sample

FM3 RESEARCH

Relative to 2023, voters are more concerned about taxes and water supply.

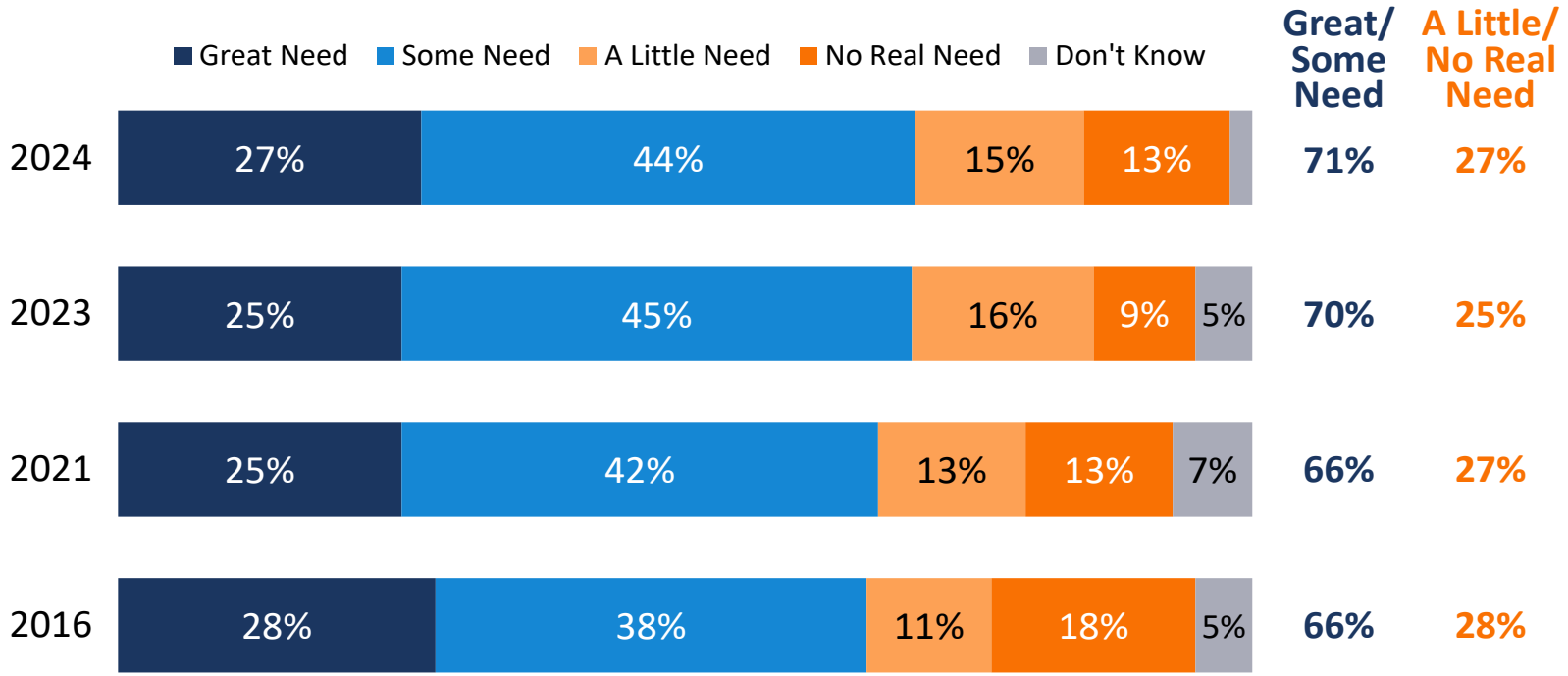
Problem	Extremely/Very Serious Problem				
	2016	2021	2023	2024	Difference (2023-2024)
The amount you pay in local taxes	30%	40%	35%	62%	+27%
The future of our local water supply	--	83%	70%	85%	+15%
Water shortages	--	78%	63%	69%	+6%
^The cost of housing	57%	68%	72%	75%	+3%
^Slow emergency response times	--	34%	36%	39%	+3%
^Local roads in need of repair	61%	58%	75%	77%	+2%
Crime	4%	22%	41%	43%	+2%
A lack of fire preparedness	--	48%	47%	48%	+1%
^The condition of local infrastructure	--	58%	74%	71%	-3%
Traffic congestion	50%	49%	56%	52%	-4%
Waste and inefficiency in City government	47%	54%	61%	56%	-5%
^The condition of downtown sidewalks	26%	52%	74%	68%	-6%
Drought	--	84%	64%	54%	-10%
The impact of visitors	--	33%	48%	25%	-23%
The health of our local small businesses and economy	--	69%	76%	49%	-27%

Q5. I'm going to read you a list of things some people say may be problems facing St. Helena. Please tell me whether you think it is an extremely serious problem, a very serious problem, a somewhat serious problem, or not a problem for St. Helena residents. ^Not Part of Split Sample

FM3 RESEARCH

Seven in ten see a need for funding for city services.

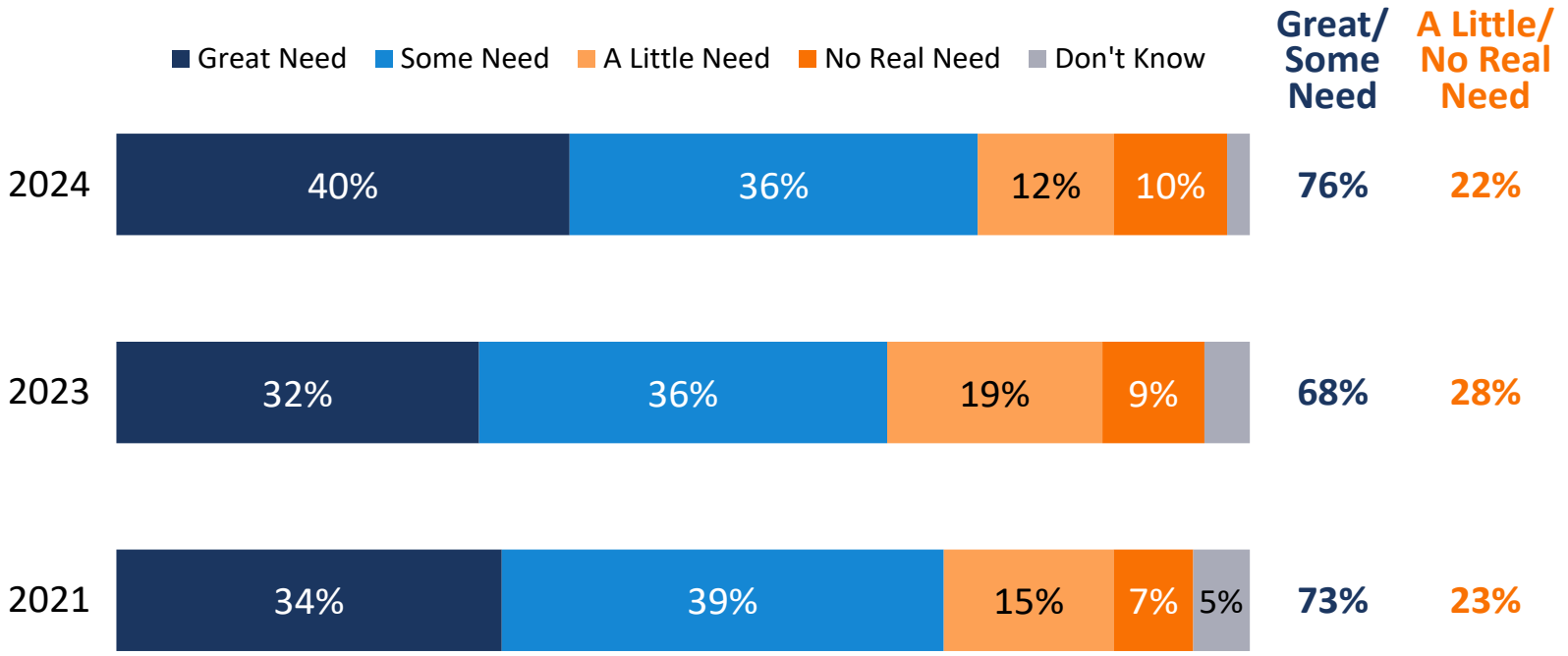
In your personal opinion, do you think there is a great need, some need, a little need, or no real need for additional funds to provide the level of City services that St. Helena residents need and want?



Q8.

More than three quarters see a need for infrastructure funding.

Do you think there is a great need, some need, a little need, or no real need for additional funds to address the condition of St. Helena infrastructure?



Q9.

Introducing the Measure

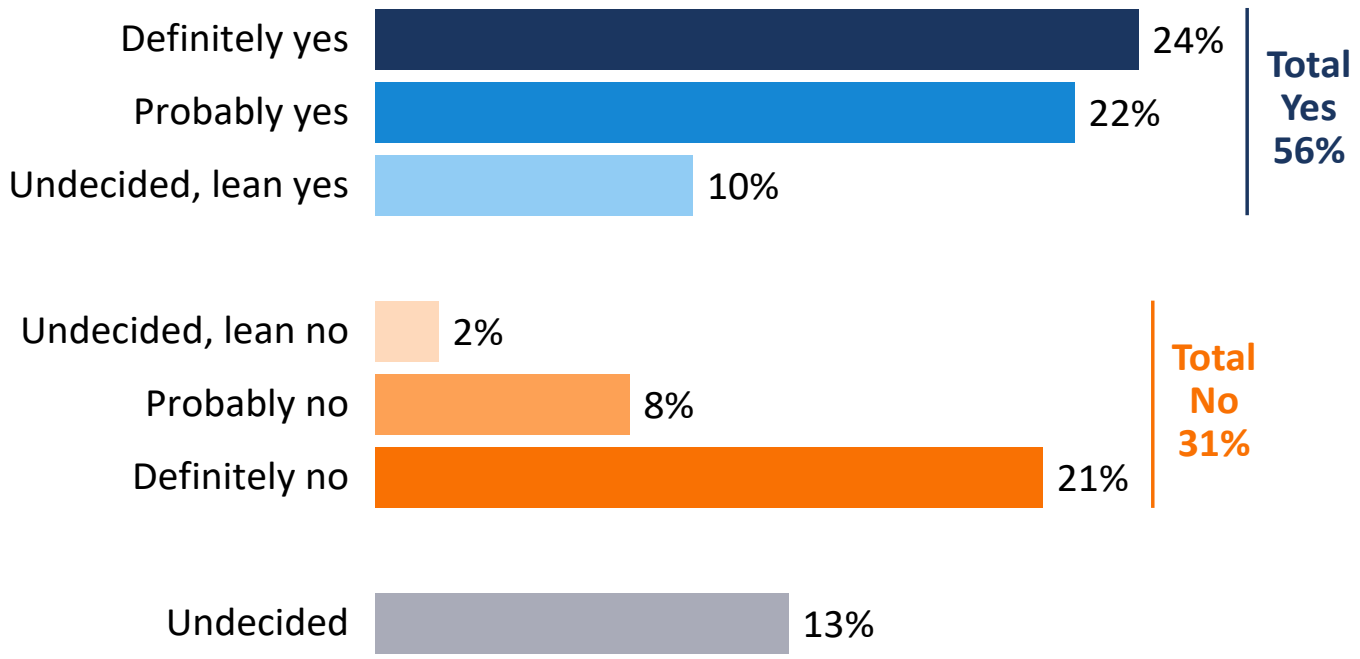
Charter City Measure
Ballot Language Tested

ST. HELENA CHARTER CITY MEASURE To enhance local control over funding essential City services, shall the City of St. Helena Charter be adopted to establish St. Helena as a charter city with the ability to adopt local funding measures, such as a real property transfer tax, subject to voter approval? The City Council's powers otherwise remain unchanged and are governed by state general law, and any other powers as a charter city would have to be approved by the voters.

Q2. Would you vote yes in favor of it, or no to oppose this measure?

A majority support the proposed charter city measure.

Would you vote yes in favor of it, or no to oppose this measure?



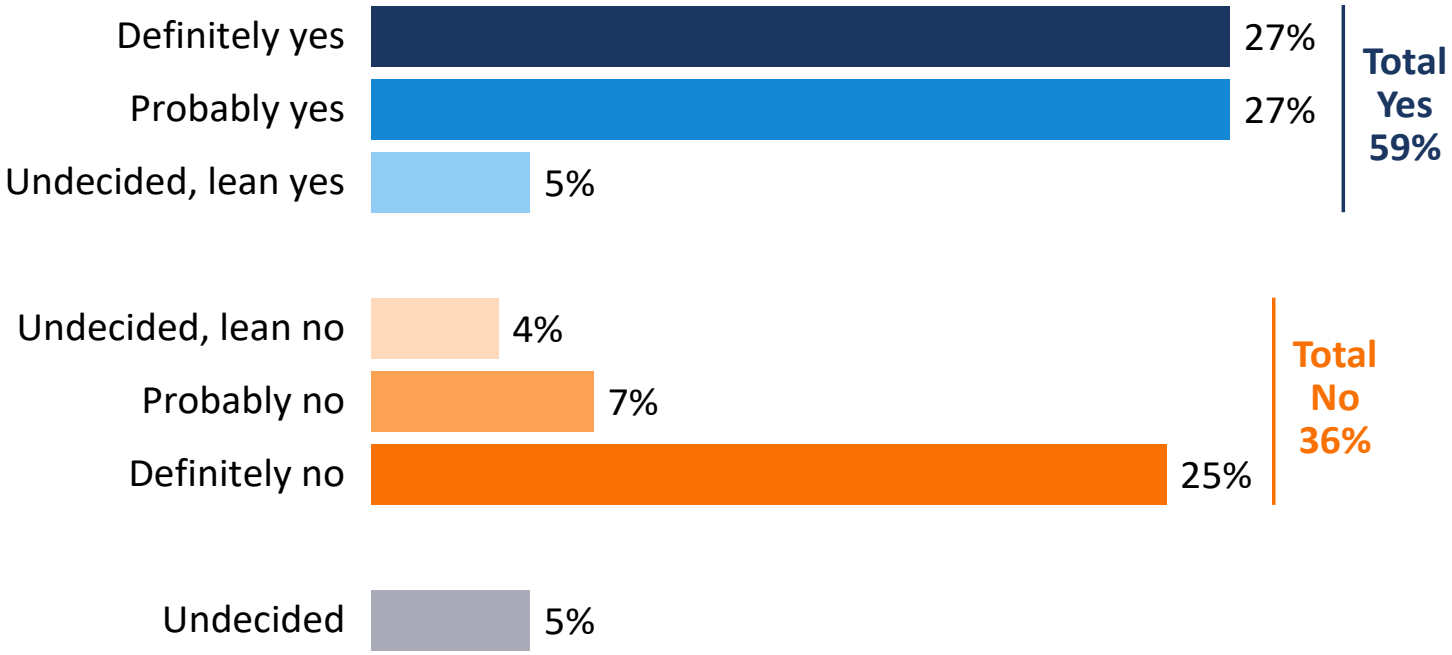
FM3 RESEARCH Q2.

Real Property Transfer Tax Measure
Ballot Language Tested

To fund essential city services such as repaving streets, repairing local roads/potholes, downtown sidewalks/ infrastructure, maintaining emergency/fire response, and general government use, shall the City of St. Helena measure establishing a real property transfer tax of 2.5% on all sales over $1 million to be paid only by property buyers and sellers at the time of sale, generating approximately $6.5 million annually until ended by voters, all funds staying in St. Helena/cannot be taken by the state, be adopted?

Nearly three in five say they would vote “yes” on the proposed RPTT measure.

Would you vote yes in favor of it, or no to oppose this measure?

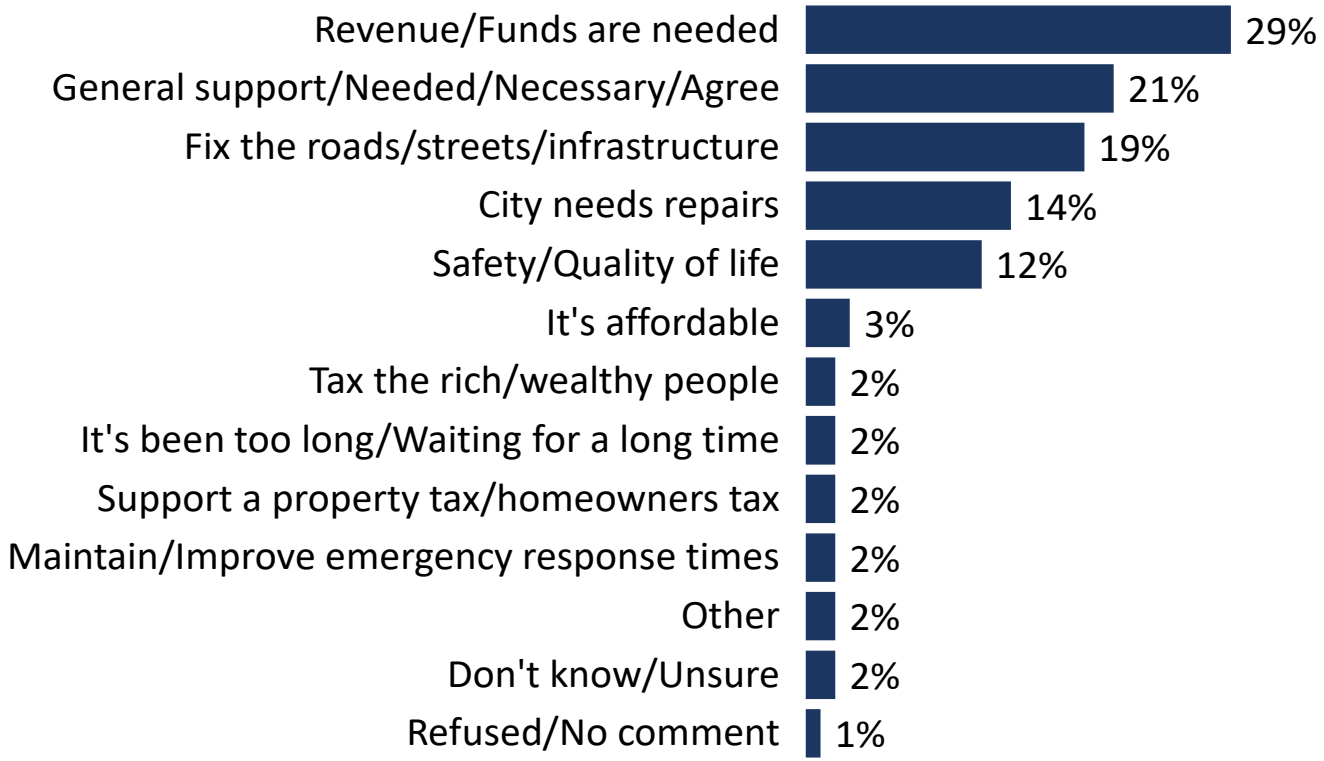


FM3 RESEARCH Q3.

Support is motivated by the sense that the funds are needed.

*In a few words of your own, why would you vote **YES** on Measure B?*

(Open-ended; Asked of Yes Voters Only, n=239)



FM3 RESEARCH Q4a.

Verbatim Comments in Favor of the RPTT Measure

Wildfires are rampant. We need to have fire safety plans.

The city's infrastructure needs to be improved.

Our infrastructure is a joke and need to do something because everything is falling apart.

The roads are in extreme need of repair.

The streets sidewalk are in need of repairs.

Ensures that fire evacuation routes are safe.

The city needs money and this has the least impact on the citizens.

The measure ensures strict accountability.

High end buyers need to contribute to rebuilding this city.

To provide the city with adequate funds to finish maintenance projects in a timely manner.

The constant churn of short-term second-home owners discourages long term community investment.

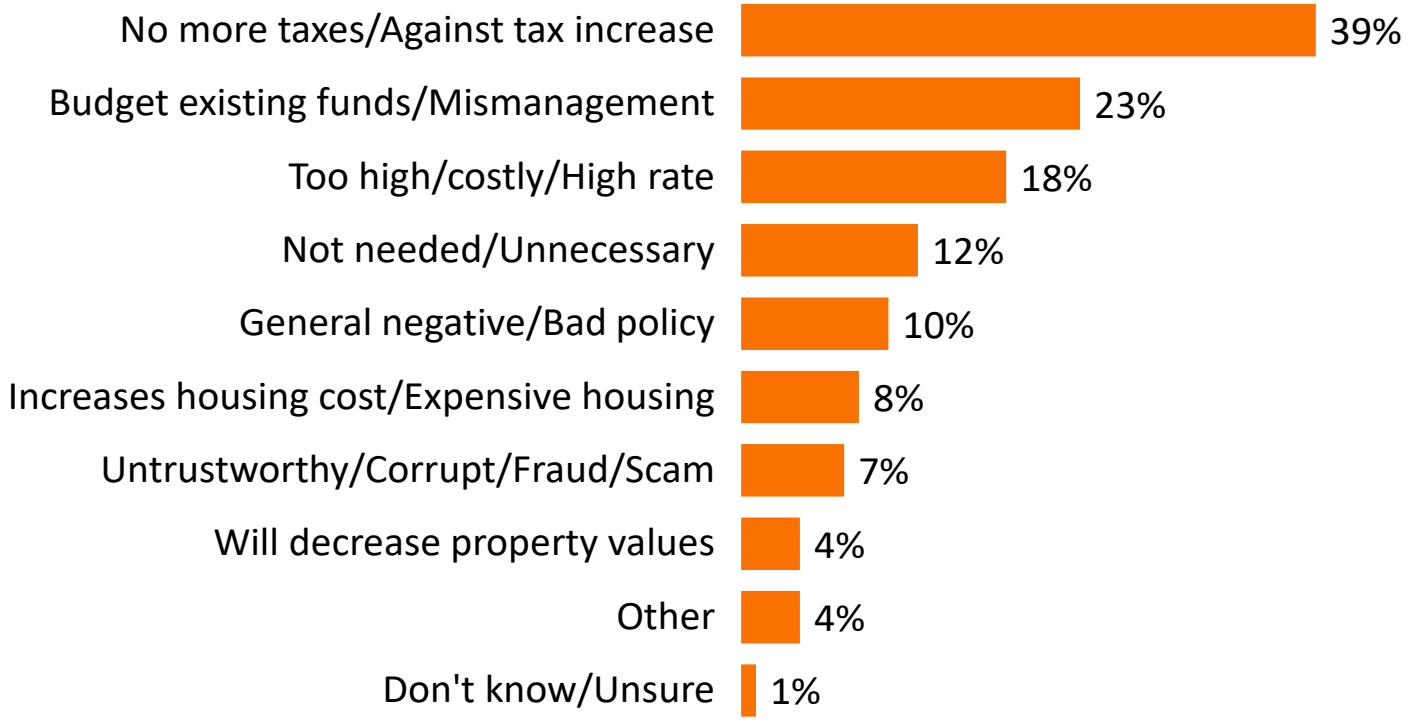
FM3 RESEARCH

*Q4a. In a few words of your own, why would you vote **YES** on Measure B?*

Opponents are anti-tax and worry about mismanagement.

*In a few words of your own, why would you vote **NO** on Measure B?*

(Open-ended; Asked of No Voters Only, n=144)



FM3 RESEARCH

Q4b.

Verbatim Comments from Opponents of the Measure

One million dollar sales are below average in the area. I would vote for this if it were in the 66th percentile of home prices in the areas.

The tax is being levied on the wrong people. Isolate to people using their property as a second home.

Prices of homes are impossible already for new families, and 2. 5% more tax is unreasonable at the price suggested. If you did this at a higher price, I'd be in favor.

Older , longtime owners depend on full payout.

2.5% tax increase is too much.

Politicians will just waste tax dollars.

Will hurt first time homebuyers.

Budget needs to be spent better instead of increasing taxes for "essential services"

I don't think my house should be taxed any further than the taxes I already paid

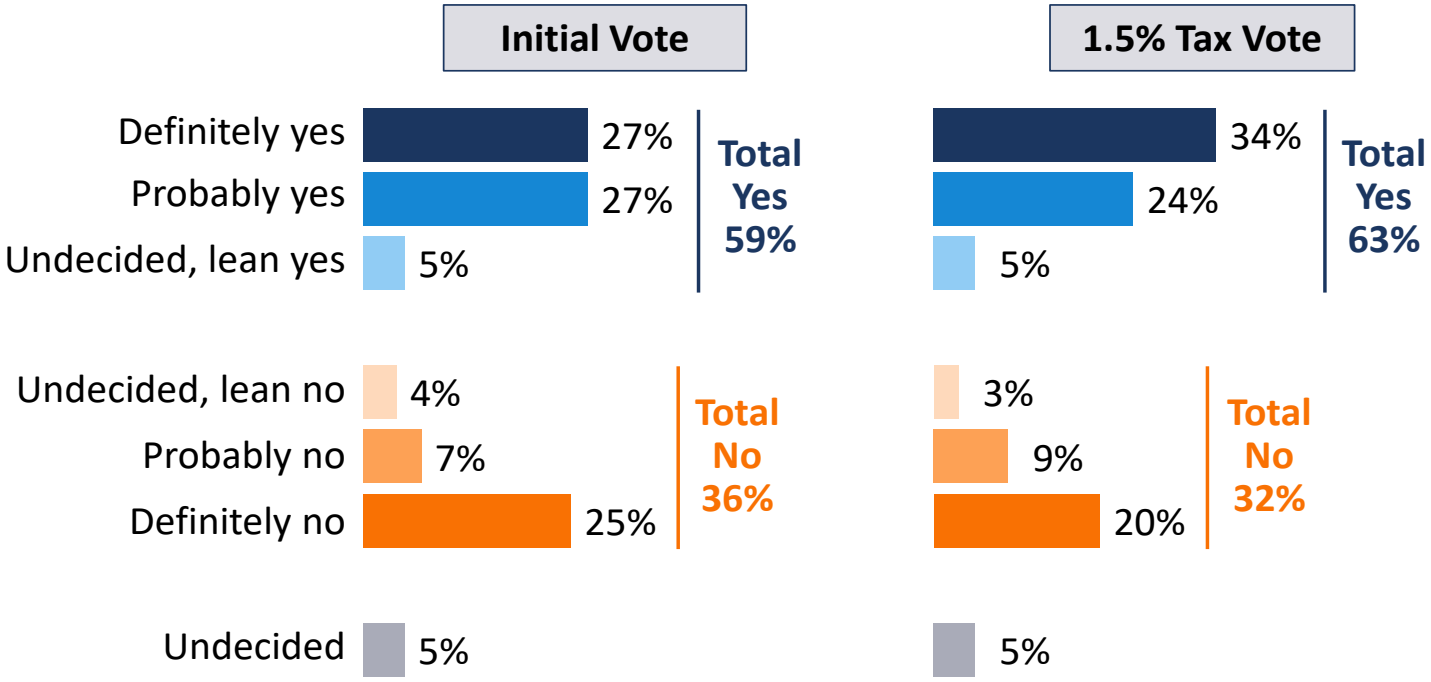
Having additional taxes to pay for services that should already be funded, find money elsewhere.

FM3 RESEARCH

*Q4b. In a few words of your own, why would you vote **NO** on Measure B?*

Support is more definite for a 1.5% tax rate.

Suppose that instead of establishing a real property transfer tax paid by buyers and sellers of property of 2.5% on all sales over $1 million which would generate $6.5 million annually for city services, this measure established a 1.5% tax on sales $1 million to $5 million and a 3% tax on sales over $5 million generating $5.3 million annually for city services.

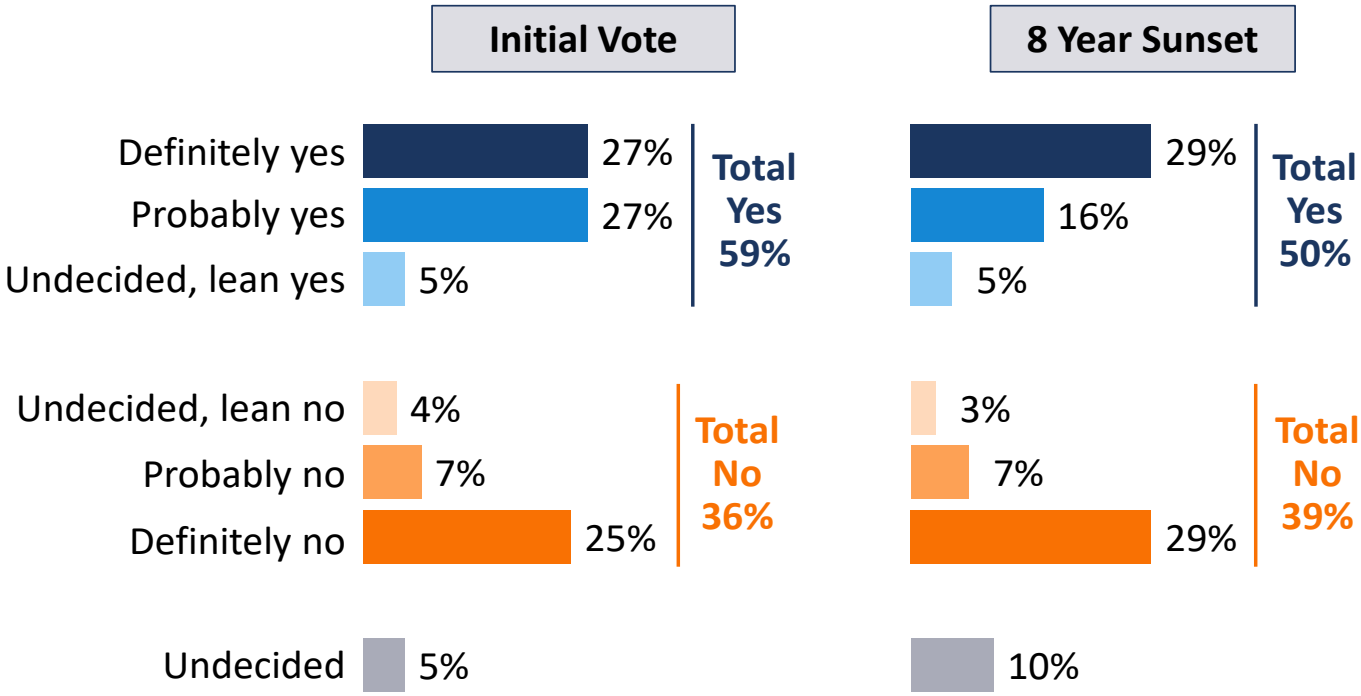


FM3 RESEARCH

Q3. Would you vote yes in favor of it, or no to oppose this measure?
Q5. In that case, would you vote yes in favor of it, or no to oppose this measure?

However, an 8 year sunset does not increase support for the measure.

Suppose that instead of being in effect until ended by voters, Measure B, the real property transfer tax lasted for eight years. In that case, would you vote yes in favor of it, or no to oppose this measure?

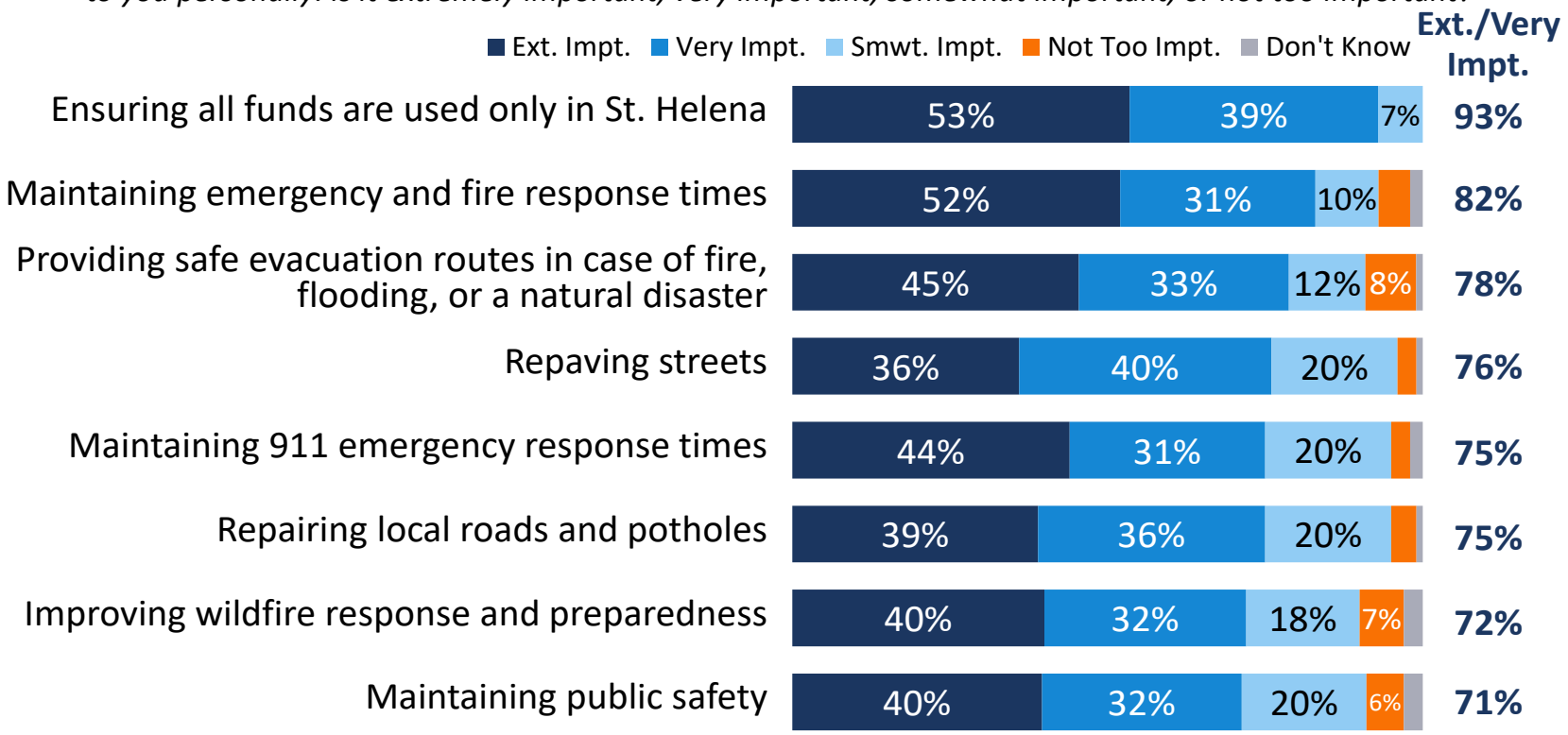


FM3 RESEARCH

Q3 & Q6. Would you vote yes in favor of it, or no to oppose this measure?

Voters place the greatest priority on ensuring all funds stay local, maintaining emergency response times and providing safe evacuation routes.

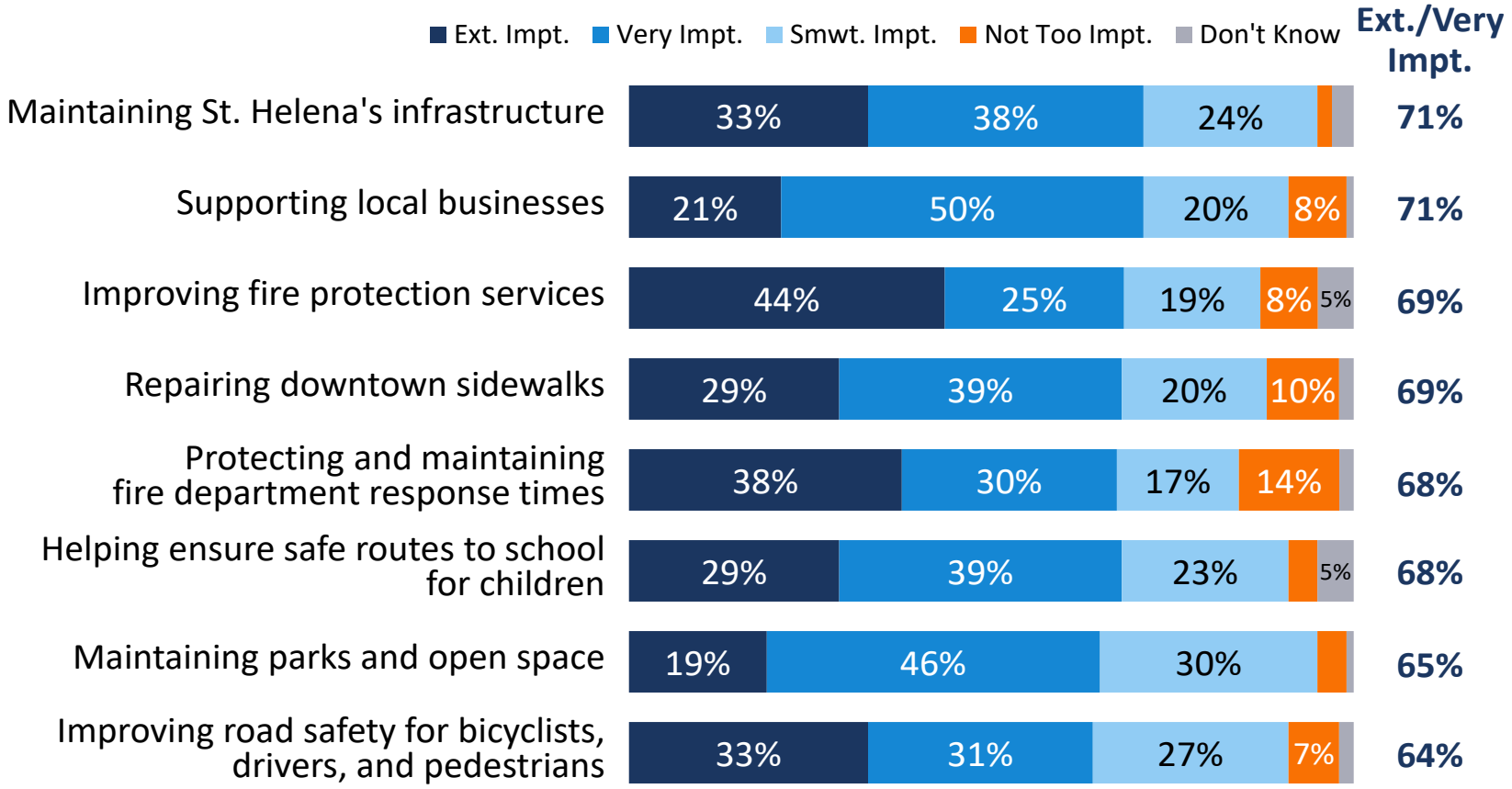
I am going to read you a list of ways in which the funds generated by the measures we have been discussing could be spent, and also provisions that could be included. Please tell me how important that provision or use of funds is to you personally: is it extremely important, very important, somewhat important, or not too important?



FM3 RESEARCH

Q10. Split Sample

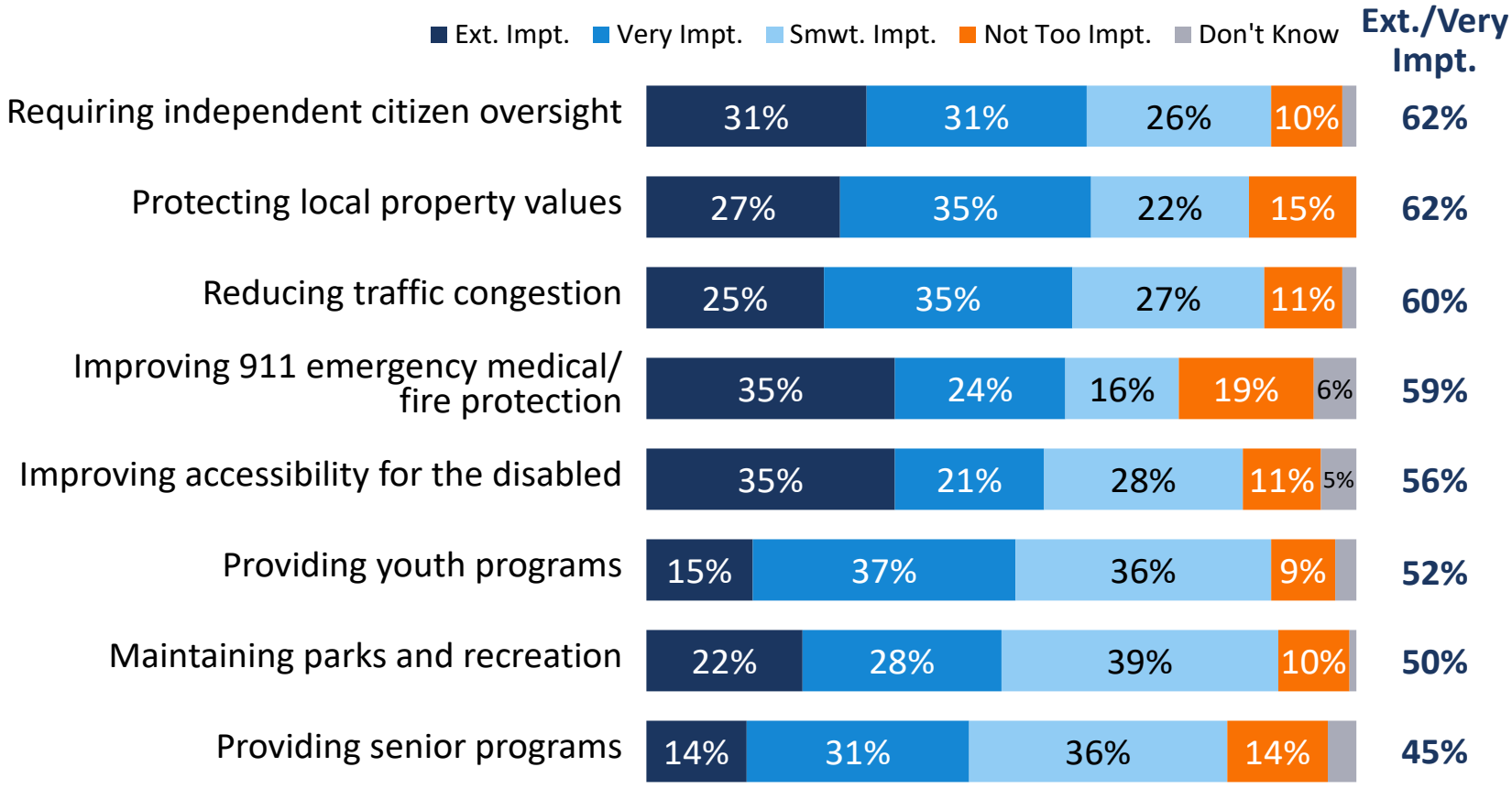
Seven in ten say maintaining infrastructure and supporting local businesses is important.



Q10. I am going to read you a list of ways in which the funds generated by the measures we have been discussing could be spent, and also provisions that could be included. Please tell me how important that provision or use of funds is to you personally: is it extremely important, very important, somewhat important, or not too important? Split Sample

FM3 RESEARCH

Youth programs, parks and recreation and senior programs rank lower in terms of urgency.

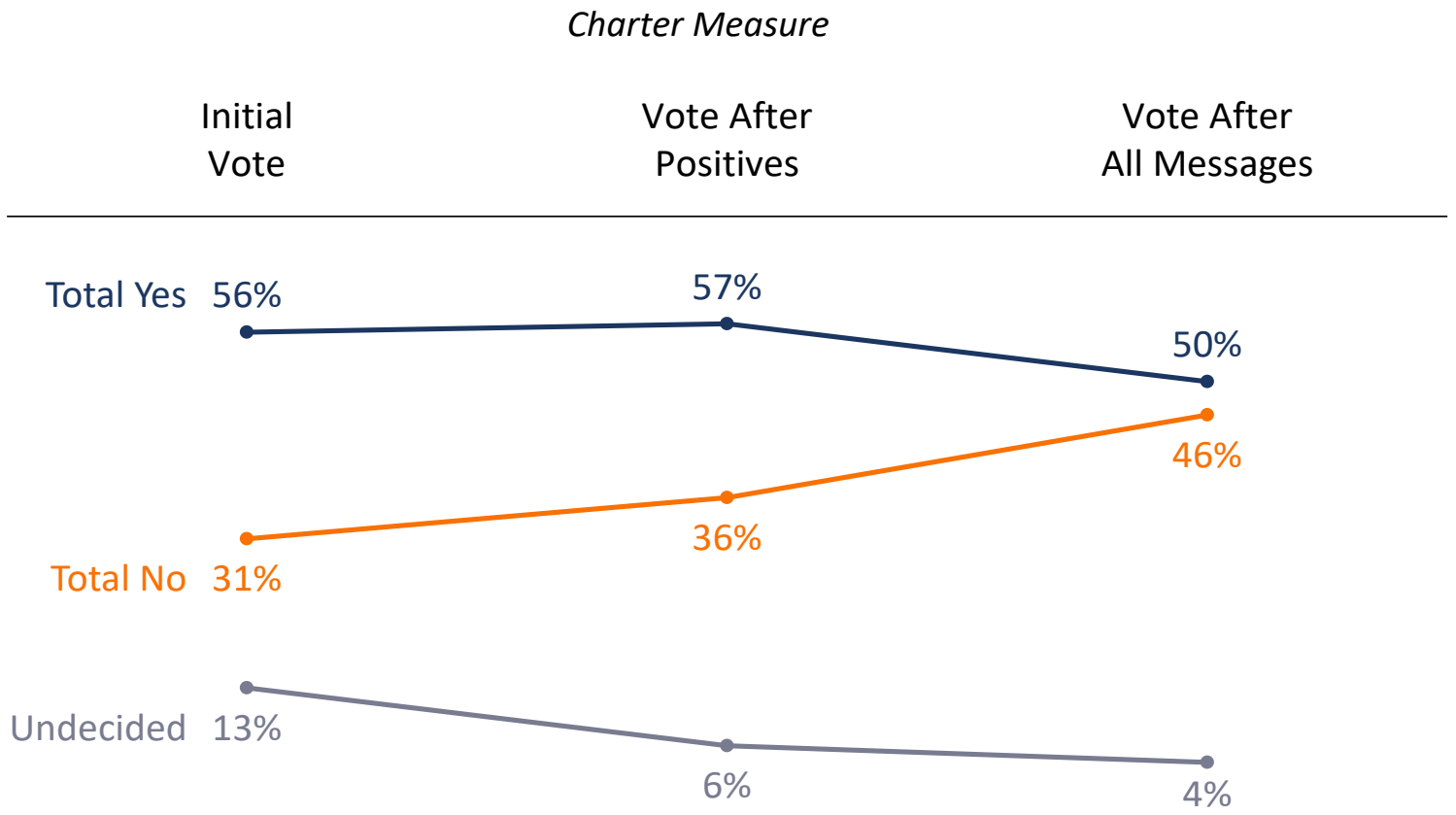


Q10. I am going to read you a list of ways in which the funds generated by the measures we have been discussing could be spent, and also provisions that could be included. Please tell me how important that provision or use of funds is to you personally: is it extremely important, very important, somewhat important, or not too important? Split Sample

FM3 RESEARCH

Segmenting the Electorate

Support for the charter measure narrows to 50% after an exchange of pro and con messaging.

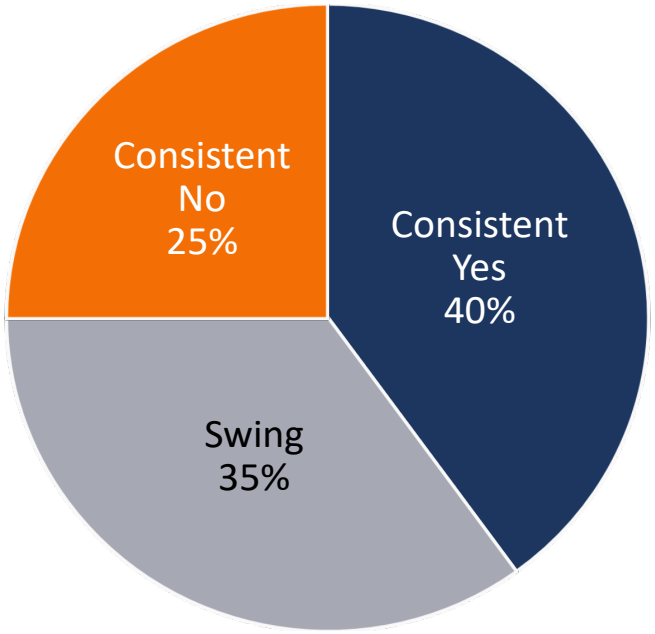


Q2, Q12 & Q15. Would you vote yes in favor or no to oppose this measure?

Segmenting the Electorate by Consistency of Support – Charter Measure

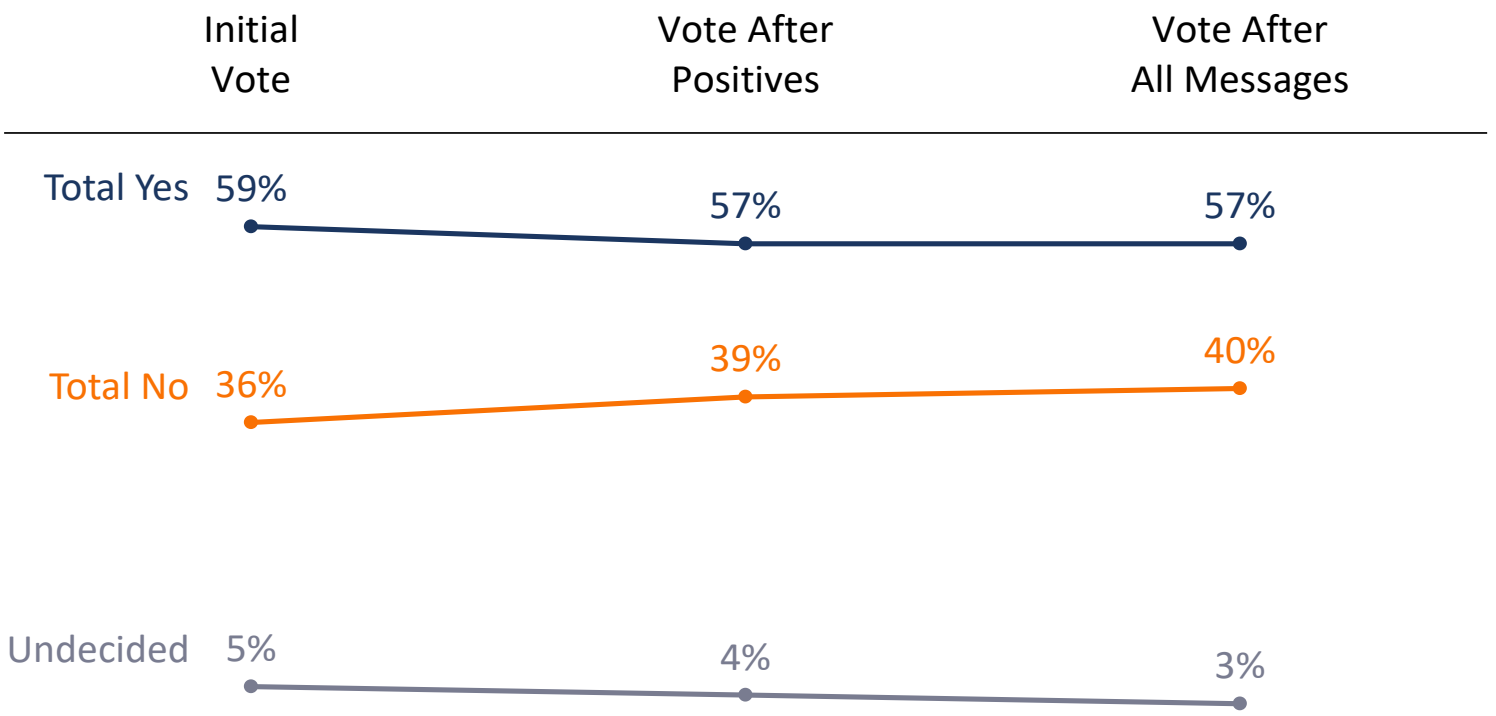
- **Consistent Yes:** Voters who consistently indicated they would vote "yes" on the measure
- **Consistent No:** Voters who consistently indicated they would vote "no" on the measure
- **Swing:** Voters who do not fall into any of the other categories – remaining consistently undecided or switching positions

The following slide shows demographic groups that *disproportionately* fall into one category or the other.



Views on the RPTT remain consistent as voters learn more.

RPTT Measure



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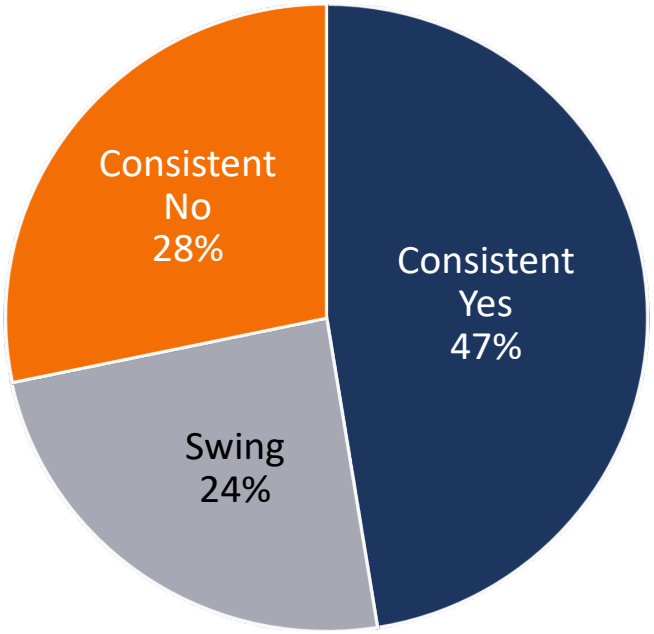
Q3, Q13 & Q16. Would you vote yes in favor or no to oppose this measure?

Segmenting the Electorate by Consistency of Support – RPTT Measure

- **Consistent Yes:** Voters who consistently indicated they would vote "yes" on the measure
- **Consistent No:** Voters who consistently indicated they would vote "no" on the measure
- **Swing:** Voters who do not fall into any of the other categories – remaining consistently undecided or switching positions

The following slide shows demographic groups that *disproportionately* fall into one category or the other.



Messages in Favor of the Measures

Ranked by Very Convincing	
38%	**(SIDEWALKS)** St. Helena's downtown sidewalks are in disrepair. This makes it difficult and unsafe for pedestrians, bikers, and those with disabilities to get around. And as a city that depends on the tourist economy, our crumbling sidewalks hurt our economy.
37%	**(ACCOUNTABILITY/LOCAL CONTROL)** These measures include strict accountability provisions, such as public spending reports. This funding cannot be taken by state government or other bureaucrats, and all funds must be used only in St. Helena.
36%	**(DISABILITY)** Cracked sidewalks and a lack of accessible curbs make it very hard for elderly people and people living with disabilities to get around independently. By updating sidewalks, these measures will help make our community more inclusive and accessible for everyone.
35%	**(STREET CONDITIONS)** St. Helena's street conditions are among the worst in the Bay Area, are in disrepair, and in need of maintenance and repaving. These measures will ensure that residents have safe streets to drive on.
34%	**(DEFERRED MAINTENANCE)** The longer St. Helena's roads, bridges, and sidewalks go without repair, the more expensive it will be to fix them. These measures will prevent expensive deferred maintenance, make St. Helena roads safer and, save money in the long-run.
34%	**(FIRE)** It's become all too common to see entire towns destroyed by wildfire in California — making roads and bridges a lifeline. That's why it's essential to prepare before it's too late: these measures will ensure that fire evacuation routes throughout St. Helena are in good repair, with plenty of room for emergency vehicles.

Q11. I am going to read you some statements made by supporters of these ballot measures. Please tell me whether you find it very convincing, somewhat convincing, or not convincing as a reason to support the measures.

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Messages in Favor of the Measures (Continued)

Ranked by Very Convincing	
34%	**(COST)** Only those who are buying or selling property will incur the one-time real estate transfer fee. These measures will improve critical City services and stabilize the City's finances without a cost to the average St. Helena resident.
33%	**(VISITORS)** Napa Valley visitors are a key driver of the St. Helena economy. These measures will allow the City to improve sidewalks, roads, and infrastructure so that St. Helena continues to attract visitor dollars.
31%	**(PUBLIC SAFETY)** St. Helena residents feel safe and protected in their town due to the highly responsive and skilled fire services and police protection. These measures will allow our fire and police departments to respond quickly in emergencies by maintaining roads and improving evacuation routes.
27%	**(PROPERTY VALUES)** St. Helena is a great place to live and the community's property values reflect the City's outstanding quality of life. These measures will maintain the City's infrastructure and prevent cuts to services, ensuring that St. Helena remains a highly desirable community, with all the benefits that it has for local residents.
25%	**(SAFE ROUTES TO SCHOOL)** Unfortunately, many intersections near our local schools are dangerous. These measures will build new sidewalks and bike lanes, and improve crosswalks and lighting near schools to ensure that students can safely walk or bike to their local schools.
20%	**(CUTS)** The City of St. Helena has already taken measures to cut expenses and increase efficiencies. There is no more room to cut expenses without significantly impacting city services. This measure will allow the City to continue providing the services the community needs and wants.

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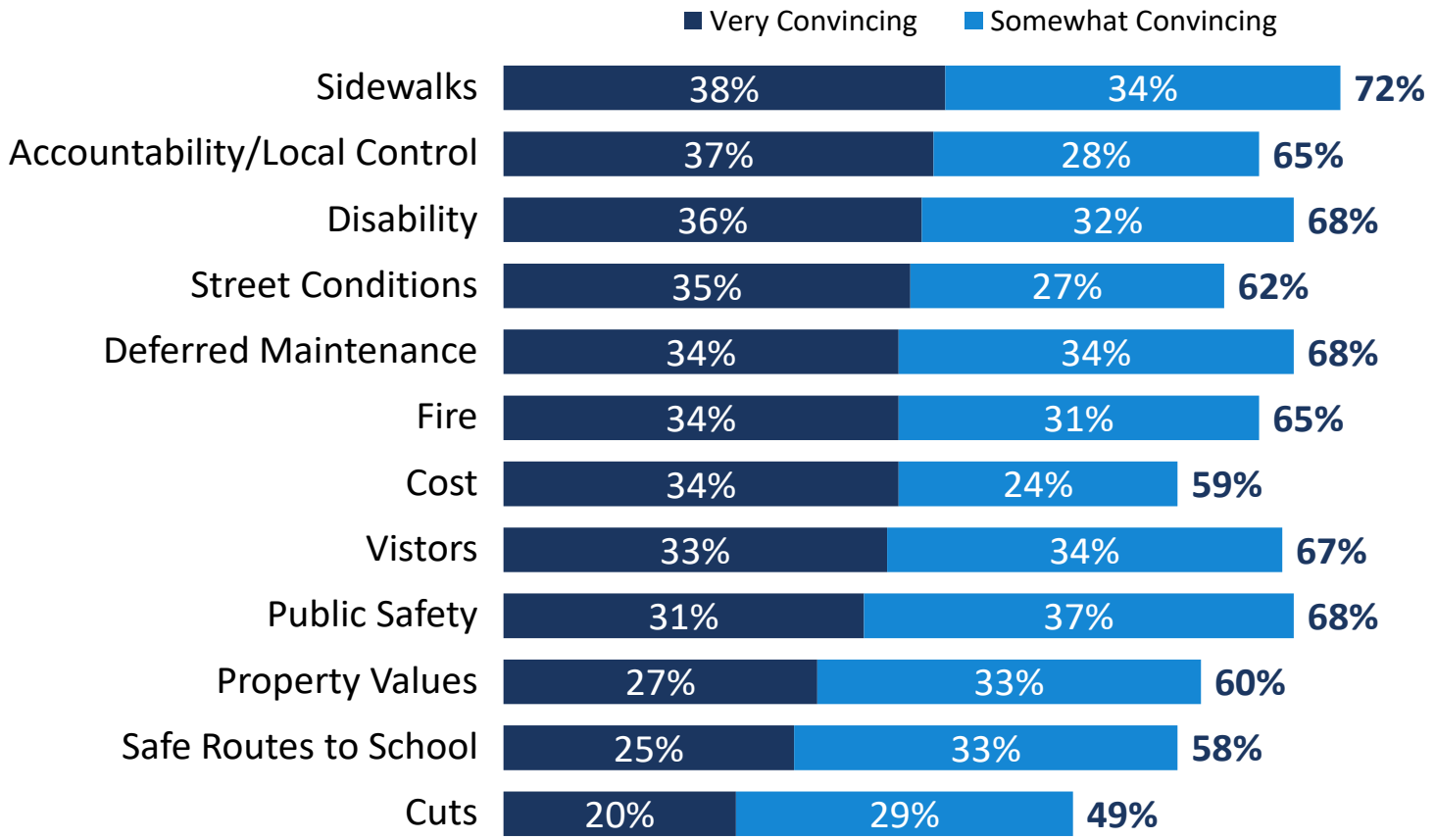
Q11. I am going to read you some statements made by supporters of these ballot measures. Please tell me whether you find it very convincing, somewhat convincing, or not convincing as a reason to support the measures.

Messages describing sidewalk repair, local control, and accessibility for those living with disabilities resonate strongest.



Q11. I am going to read you some statements made by supporters of these ballot measures. Please tell me whether you find it very convincing, somewhat convincing, or not convincing as a reason to support the measures.

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Conclusions

Conclusions

- A majority of voters support both the proposed charter city and RPTT measures initially.
  - However, voters offer more widespread and intense support for the RPTT at the 1.5% rate.
  - Support for the RPTT is consistent throughout the survey, while support for the charter measure narrows as voters learn more about it.
- Voters place the greatest priority on ensuring all funds stay local, maintaining emergency response times, providing safe evacuation routes, and repaving streets.
- Positive messages focused on sidewalks, accountability, and ADA accessibility are seen as most convincing.
- Critical statements are less convincing overall but affect views of the charter measure, in particular.
- Overall, the findings suggest a path forward on the November ballot for both measures, although public education and refining the charter measure ballot language to reference the projects the RPTT could fund, will be necessary.

For more information, contact:

FM3 RESEARCH | OPINION RESEARCH & STRATEGY

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Oakland, CA 94612
Phone (510) 451-9521
Fax (510) 451-0384

Dave Metz
Dave@FM3research.com

Lucia Del Puppo
Lucia@FM3research.com

From: Mcknz
To: Public Comment
Subject: [External] Transfer Tax / City Charter change Meeting May 14
Date: Thursday, May 9, 2024 8:40:47 PM

With all due respect, the above referenced agenda items would be better suited as a stand alone meeting as they will affect all residents. It appears they are being crammed into a very full agenda. Also not placed together on the agenda as one must be passed to enable the application of the other item. Possibly that is the intent to discourage attendees and objectives?
Thank You
Laura Keir

From: lana ivanoff
To: Cindy Tzafopoulos
Subject: [External] Please forward to CC, CM, and staff
Date: Friday, May 10, 2024 12:02:55 PM

St Helena City Council, City Manager, and staff…..

I would very much like to attend the upcoming CC Meeting, but am unable for medical reasons.
I have had an opportunity to speak with most of you council members, concerning the issue of becoming a Charter City, in order to assess a Transfer Property Tax on residents who sell their homes within the City limits. I appreciated very much the opportunity to have done so.

I am in my declining years, and am faced with multiple, (not pleasant), decisions as to where, and how, I will fund whatever years I have left. A possible Property Transfer Tax 'scares me spit-less'.

Our family bought here in 1971, when St Helena was not the "in place" to be.
Both my husband and I were public servants…..just hard working middle class folks raising a family, volunteering in the community, and putting back as best we could.
Widowed before the age of 50, threw our family into a financial tailspin.
I now find myself a disabled senior, living on a VERY LIMITED income.
Now, when I need income the most.

The equity built up in my home has always brought me comfort, knowing it is money I can use for my nursing home care, (not having enough monthly income to do so).
Do I want to sell my home? Absolutely not. If I sell to afford in home nursing, I don't have a home to live in. So, my other alternative is, being forced to sell, to pay for full time care in a facility.

Capital Gains will eat up a HUGE amount of that "home savings" I've counted on.
Add to that County and State transfer fees, and the fact that I only receive the single person exemption……I fear there will not be enough to keep me without becoming a burden to my family, or "the system".

Looking at the rates other cities charge for Property Transfer Taxes, whether those cities are chartered or not, it seems that the %'s being proposed by Staff, are rare…..usually imposed in much larger cities…..and among the highest.

Some jurisdictions that charge real estate transfer taxes may lower or waive them for certain individuals such as seniors, the disabled, low-income households and first time homebuyers. Also, certain types of transactions, such as a sale from a parent to a child, transfer from one spouse to the other in a divorce, or a transfer under a will, may also be exempt from real estate transfer taxes.
Are any of these issues being considered?

Property transfer taxes, like all transfer taxes, are an ad valorem charge, meaning that the tax can be calculated from the assessed value of the property, or from the sale price. Buyers and sellers may also encounter flat real estate transfer taxes. Again, has any of this been looked into by Council, or discussed publicly?

Reading about the Baker Tilly survey in this week's SH Star, adds another level of concern.
403 residents polled, (of which I know none), and 59% in favor? That is 4.3% of the total population in town, and you're willing to move forward?

This Transfer Tax compromises my Prop 13 protection, unless the tax were based on ASSESSED VALUE rather than SALES VALUE.
It disproportionately impacts low income families, seniors, and the disabled.

Isn't it time for some town hall/public forums, where this can be discussed? Get more public input. SHARE more than a preprepared power point presentation. Ask for feedback. LISTEN to how such a high tax could impact those who have the least, and whose needs are the greatest.

Thank you for allowing me to express my concerns.

Lana Ivanoff
707-963-7683
Lanaivanoff@att.net

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	May 14, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed approval of a resolution awarding Non-Profit Grant Application funding through the Non-Profit Grant Program in the Fiscal Year (FY) 2024-25 Operations Budget in the amount of $120,000.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	June 13, 2023 - Adoption of the FY 2023-24 and FY 2024-25 Biennial Budget.
STATEMENT OF THE PURPOSE:	The purpose is to provide financial assistance to Non-Profit organizations who provide direct programs, projects or services to St. Helena residents
FINANCIAL IMPACT:	The Financial Impact is $120,000 was previously included in the FY 2023-24 and FY 2024-25 Biennial Budget; therefore, no budget adjustment is required.

BACKGROUND:

In January 2022, the City Council adopted Resolution 2022-2, adopting an amended Non-Profit Funding Policy and Related Program Application Guidelines (Attachment 1). The policy established a framework for how the City provides financial assistance to non-profit agencies who provide direct programs, projects or services to St. Helena residents and promote the City's mission and goals.

On January 3, 2024, staff posted the grant guidelines on the City's website, sent out a press release, and made an announcement at a City Council Meeting that the application was available.

Applications were due February 23, 2024. Applicants have been advised that awards are not guaranteed and that requests may be scaled down based on available funding.

DISCUSSION:

City staff received 25 applications requesting funding. Per the Policy, the applications were reviewed for completeness and all applications were presented for funding recommendations.

The City Council working group, consisting of Mayor Dohring and Vice Mayor Hall, met to review applications with City staff to make recommendations for FY 2024-25 non-

profit funding. The City received a large response to the program with cumulative funding requests exceeding the program budget by $172,339.

City staff and the Council working group closely evaluated each application and made funding recommendations for applications that closely aligned with Council goals and their commitment to advancing justice, equity, diversity, and inclusion to the City. The decisions were extremely difficult and were based on both the City's continued financial constraints while balancing and ensuring the needs of the community are met to the extent possible.

Below is a listing of the organizations by grant category that submitted an application and the recommended funding for the FY 2024-25 Operations Budget:

Applicant	Description	FY25 Funding Request	FY25 Recommended Funding
Friends of the Cameo - Attachment 2	Opening Night at Fork2Film Festival 2025	5,000	5,000
Napa Bookmine Literary Foundation - Attachment 3	Books4Kids	8,000	-
Napa Green - Attachment 4	DEI Workshop Series: Giving, Receiving, & Integrating	7,500	5,000
Napa Valley College - Attachment 5	2nd Annual Viva Mariachi at St. Helena Festival	5,000	5,000
Napa Valley Festival Association - Attachment 6	How I See Music	10,000	5,000
Napa Valley Museum - Attachment 7	Napa Valley Museum of Art & Culture (the MAC) in St. Helena	20,000	12,500
Nimbus Arts - Attachment 8	Nimbus Arts: Art All Year for St. Helena	20,000	10,000
Rianda House - Attachment 9	Visit Me Today	20,000	-
Saint Helena Community Band - Attachment 10	St. Helena Community Band - Performances	10,000	8,000
Saint Helena Hospital Foundation - Attachment 11	Women's Mobile Healthcare Initiative	20,000	10,000
St. Helena Beautification	St. Helena Mural Project	10,000	-

Foundation - Attachment 12			
St. Helena Community Garden - Attachment 13	St. Helena Community Garden Update	3,000	2,500
St. Helena Cooperative Nursery School - Attachment 14	St. Helena Cooperative Nursery School Grant 2024	15,000	7,000
St. Helena Elementary School - Attachment 15	Viva la Musica - Trumpets for St. Helena Elementary School 5th Grade Students	9,614	-
St. Helena Farmer's Market - Attachment 16	SHFM Market Match	15,750	-
St. Helena Little League - Attachment 17	St. Helena Little League Uniforms & Equipment	16,375	2,500
St. Helena Historical Society - Attachment 18	Visions of St. Helena	5,300	5,500
St. Helena Housing Coalition, Inc. - Attachment 19	Adams Street Essential Worker Housing	5,000	-
St. Helena Preschool For All - Attachment 20	St. Helena Preschool For All Scholarships	20,000	10,000
St. Vicent de Paul (SVdP) Ministry of the St. Helena Catholic Church (SHCC) - Attachment 21	Financial Assistance for Individuals and Families in the City of St. Helena, not limited to SHCC members	20,000	5,000
Sustainable St. Helena - An Environmental Alliance - Attachment 22	Napa Valley Community Forest	15,000	5,000
The Saint Helena Forum for Innovation and Creativity - Attachment 23	Ongoing Free Virtual Humanities Based Cultural Presentations	10,000	5,000
Upstage Napa Valley - Attachment 24	4th Annual Playwright Festival	10,000	5,000
UpValley Family Centers - Attachment	Ninos Activos/Active Kids	7,500	7,500

25			
We Care Animal Rescue - Attachment 26	Pet Wellness Clinics for Low-Income Residents	4,300	4,500
TOTALS		**292,339**	**120,000**

The City also previously approved three-year Non-Profit Funding Agreements for the Boys & Girls Club, Rianda House, and Up Valley Family Centers in the amount of $30,000 for each organization for a total of $90,000 annually. Those funding agreements expire on June 30, 2025, and funding levels will be reevaluated during the FY 2025-26 and FY 2026-27 Biennial Budget process.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 5: Enhance Quality of Life
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution FY 24-25 Nonprofit Grant Funding
Attachment 1 - Nonprofit Funding Policy
Attachment 2 - Friends of the Cameo Application
Attachment 3 - Napa Bookmine Literary Foundation Application
Attachment 4 - Napa Green Application
Attachment 5 - Napa Valley College Application
Attachment 6 - Napa Valley Festival Association Application
Attachment 7 - Napa Valley Museum Application
Attachment 8 - Nimbus Arts Application
Attachment 9 - Rianda House Application
Attachment 10 - Saint Helena Community Band Application
Attachment 11 - Saint Helena Hospital Foundation Application
Attachment 12 - St. Helena Beautification Foundation Applications
Attachment 13 - St. Helena Community Garden Application
Attachment 14 - St. Helena Cooperative Nursery Application
Attachment 15 - St. Helena Elementary School Application
Attachment 16 - St. Helena Farmers' Market Application
Attachment 17 - St. Helena Little League Application
Attachment 18 - St. Helena Historical Society Application
Attachment 19 - St. Helena Housing Coalition, Inc Application
Attachment 20 - St. Helena Preschool For All Application
Attachment 21 - St. Vincent de Paul (SVdP) Ministry of the St. Helena Catholic Church (SHCC) Application

Attachment 22 - Sustainable St. Helena Application
Attachment 23 - St. Helena Forum for Innovation and Creativity Budget Application
Attachment 24 - UpStage Napa Valley Application
Attachment 25 - UpValley Family Centers Application
Attachment 26 - We Care Animal Rescue Application

CITY OF ST. HELENA

RESOLUTION NO. 2024-__

Resolution Authorizing Non-Profit Grant Funding Through the Non-Profit Grant Program in Fiscal Year 2024-25 Operations Budget in the amount of $120,000.

RECITALS

A. In January 2022, the City Council adopted Resolution 2022-2, adopting an amended Non-Profit Funding Policy and Related Program Application Guidelines; and

B. The policy established a framework for how the City provides financial assistance to non-profit agencies who provide direct programs, projects or services to St. Helena residents and promote the City's mission and goals; and

C. On January 3, 2024, staff posted the grant guidelines on the City's website, sent out a press release, and made an announcement at a City Council Meeting that the application was available. Applications were due February 23, 2024; and

D. City staff received 25 applications requesting funding. Per the Policy, the applications were reviewed for completeness and all applications were presented for funding recommendations; and

E. The City Council working group, consisting of Mayor Dohring and Vice Mayor Hall, met to review applications with City staff to make recommendations for FY 2024-25 non-profit funding and recommended 18 applicants be approved for funding for an aggregate not-to-exceed amount of $120,000.

RESOLUTION

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

Authorize Non-Profit Grant Awards as follows:

#	Awardee	Funding Amount
1	Friends of the Cameo	5,000
2	Napa Green	5,000
3	Napa Valley College	5,000

4	Napa Valley Film Festival Association	5,000
5	Napa Valley Museum	12,500
6	Nimbus Arts	10,000
7	Saint Helena Community Band	8,000
8	Saint Helena Hospital Foundation	10,000
9	St. Helena Community Garden	2,500
10	St. Helena Cooperative Nursery	7,000
11	St. Helena Little League	2,500
12	St. Helena Historical Society	5,500
13	St. Helena Preschool For All	10,000
14	Sustainable St. Helena – An Environmental Alliance	5,000
15	The Saint Helena Forum for Innovation and Creativity	5,000
16	Upstage Napa Valley	5,000
17	UpValley Family Centers	7,500
18	We Care Animal Rescue	4,500

Approved at a Regular Meeting of the St. Helena City Council on May 14, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Attachment 1

	City of St. Helena Administrative Policy Finance	Policy **Non-Profit Funding Policy** **Page 1 of 3**

Title: **Non-Profit Funding Policy**		Policy #	P-FI-0003
		Revision #	1
		Implementation Date	2015-10-13
		Last Update Date	2018-10-23
Approval by City Council	Resolution 2018-150	Date Approved	2018-10-23

I. Purpose, Overview and Scope of this Policy

The purpose of this policy is to set forth parameters and establish guidelines for annual grant funding of non-profit agencies based on availability of funds and award by the City Council.

II. Authority

Updates to this policy require City Council approval.

III. Policy

The City of St. Helena is committed to providing financial assistance to local non-profit organizations directly serving the community and/or benefiting the City of St. Helena. Programs and services must be consistent with the City's mission statement or support at least one of the City Council's three-year goals.

A. Eligibility Requirements

1. All applicants must possess a current IRS Not-for-Profit determination letter (IRS Form 501(c)(3)). Applicants must provide this determination letter as proof that they are a non-profit organization.
2. A non-profit organization must have been in operation for a minimum of one year by December 31st of the year preceding the application deadline.

B. Accountability

Non-profit organizations shall adhere to accountability standards set by the City of St. Helena and as required by law. Compliance with these standards is a criterion for funding. These standards include but are not limited to compliance with:

1. All financial requirements including submission of proof of expenditures as specified by the grant agreement.
2. Program performance measurement requirements including submission of a final report by the end of the fiscal year.
3. All other terms of the policy and grant agreement including meeting all deadlines.

C. Funding Eligibility

1. Only one application per category per organization will be considered each year.
2. Grants are for programmatic expenses that are items recognized under Generally Accepted Accounting Principles (GAAP) as operating costs.

D. Application Procedure

1. Timeline
    a. A public notice will be posted and available on the City of St. Helena's website with the current Program Guidelines and Grant Application at the beginning of each calendar year.
    b. Completed applications must be returned to the City no later than the date indicated in each year's public notice. Applications received after the published deadline will be deemed ineligible for that year.
2. Application Requirements
   A completed Grant Application is required, by the advertised deadline date along with all required documentation as identified in the current year's Program Guidelines and Grant Application.
3. Grant Awards
   The posting of Program Guidelines and Grant Application for non-profit funding does not guarantee allocation of funds for this program nor award to any applicant. The City Council may determine to fund none, one, or multiple projects/services/programs within the minimum and maximum grant amount as identified by this policy. The City Council is not required to expend any particular allocation in a given year.
4. Funding Award
    a. City staff will review applications for completeness and eligibility and forward all complete and eligible applications to the City Council working group.
    b. The City Manager will schedule the date grant applications will be brought to the City Council for review. Staff will prepare a brief staff report and attach all complete and eligible applications and notify applicants of date applications will be presented to City Council. Applicants are strongly encouraged to attend the City Council meeting to respond to City Council questions regarding applications.
    c. The City Council will approve final funding for non-profits prior to the adoption of the Annual Operating Budget.
    d. Applicants will be notified of the final funding amount no later than June 30th.
    e. Insurance will only be required for projects located or occurring on City owned property. Insurance coverage amounts will be reviewed

and approved by the City's Administrative Services Manager prior to contract execution.

f. Any non-profit organization awarded program funds must accept the funds by completing an agreement provided by the City which must be signed by the non-profit organization Director and the City Manager. The agreement and other contract requirements shall be signed by the organization and received by the Finance Department no later than August 31st of the fiscal year funds are awarded. Failure to comply with this date will result in funding awards being withdrawn.

5. Compliance
   The consideration, award, and funding of any non-profit organization pursuant to the Non-profit Program, shall be carried out in a manner consistent with the Conflict of Interest Code and Non-Discrimination Policy for Appointed and Elected Officials of the City of St. Helena, adopted by the City Council on April 14, 2015.
6. Grant Reporting and Invoicing
   Each funded organization will be required to submit a final grant report by the end of the fiscal year. This report should describe the funded program/project/service outcomes and shall include a financial report detailing expenditures that is signed by the organization's Director. Non-profit organizations shall include an invoice with the final report in the amount of the grant award. Grant funds are provided on a reimbursement basis only. Failure to comply with these reporting requirements may jeopardize funding.

E. Updates to Program Application and Guidelines

The City Manager is authorized to make updates to the Program Application and Guidelines as long as they adhere to this Non-Profit Funding Policy.

City of St. Helena Non-Profit Community Enrichment Grant Program Guidelines FY 2024/25

The City of St. Helena invites all interested non-profit organizations to submit an application for funding. The annual "Non-Profit Community Enrichment Program" is designed to support local non-profit organizations directly impacting the community and/or benefiting the City of St. Helena. Applicant programs and services must be consistent with the City's mission statement or support at least one of the City Council's three-year goals (see attached).

Funding Philosophy

The City encourages innovation and a goal of self-sufficiency for all initiatives funded by this program within 24 months. Accordingly, all organizations requesting funds from the City should continue efforts to develop stable private funding sources. Submission of a complete application does not guarantee funding nor does receiving an award in the prior funding year.

Consistent with the City's Diversity, Equity and Inclusion (DEI) Strategy, submissions that identify and foster inclusion, belonging and social justice are encouraged. The City Council adopted Resolution 2020-105: Affirming that Discrimination and Systemic Racism Constitute A Public Health Crisis Causing Disparities in Mental Wellbeing, Language Access, Housing, Economic Development, Health, and Criminal Justice Experience, and Reaffirming Its Commitment to Advancing Justice, Equity, Diversity, and Inclusion in the City. To read the City's DEI Strategy, please click here.

Applicant Criteria

Applicants may apply for project or program funding that support the funding philosophy criteria below:

Projects or programs which promote or benefit the St. Helena community with arts, culture, education, or supporting youth/family initiatives and services. The minimum grant request is $1,000 and the maximum grant request is $20,000. The overall funding available is expected to be $120,000 per fiscal year.

Actual grant funding is based upon funds appropriated by the City Council in the annual budget and are dependent on the City's annual budget prioritization process.

Eligibility

Eligibility has been established by the City of St. Helena Non-Profit Funding Policy (Resolution 2018-150). All applicants must possess a current IRS Not-for-Profit determination letter (IRS Form 501(c)(3)) and provide as proof that they are a non-profit organization.

- Only one application per agency per category will be considered each year.
- Grants are for programmatic expenses only (items recognized under Generally Accepted Accounting Principles (GAAP) as operating costs).
- The City will not fund the purchase, maintenance, or repair of capital assets.

- All applications must be submitted by the published deadline, be complete and contain all requested information and documents in order to be considered for funding.
- Non-profit organizations must be in existence for at least one year by December 31st of the year preceding the application deadline (or December 31, 2022 for this cycle).

Previous years' allocations are not a consideration for funding.

Timeline, Submission and Grant Cycle

Applications will be available to the public on January 3, 2024 and must be received no later than **February 23, 2024 by 5:00 PM.** Late and incomplete applications will not be accepted. It is anticipated that City Council will make the final funding recommendations in April of 2024 for the 2024/25 fiscal year.

Grant Applications are electonic only and are available on our website:
https://www.cityofsthelena.org/finance/page/non-profit-grant-funding

The grant period for non-profits approved for funding for Fiscal Year 2024/25 will be from July 1, 2024 to June 30, 2025.

Limitation on Awards

The granting of City funding is solely a monetary contribution and not a co-sponsorship by the City of any event, program, service or activity for which funding is used unless specifically agreed to in writing by the City. Award of funding shall not eliminate the need for applicants to comply with applicable regulations or permit requirements for the program, event, service or activity being funded. Grant award does not authorize use of any City property.

Any expenses incurred before grant award are not eligible for reimbursement. Each successful project/program/service will be required to submit a final grant report including expenses, accomplishments, photos, etc. Appropriate documentation will be required and may include receipts, volunteer sign-in sheets, invoices or other documents.

Grant Recipient Requirements

Organizations receiving grant funding are required to:

- Submit a revised goals and activities description if not funded at the level requested;
- Submit a revised budget if not funded at the level requested;
- Enter into a grant agreement with the City of St. Helena;
- Obtain appropriate level of insurance as determined by the City of St. Helena and add the City of St. Helena as additionally insured, if required;
- Complete a final report describing program outcomes and financial statements detailing expenditures no later 30 days after the end of the funding period.

Questions?

All questions should be submitted via email to: Stephanie Killingsworth at SKillingsworth@cityofsthelena.org

ATTACHMENT 2

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,000 and Under - Submission #18

Date Submitted: 2/14/2024

Organization Name*

Friends of the Cameo dba Cameo Cinema Foundation

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Cathy Buck, Cameo Cinema Proprietor

Contact Person Phone Number*

707-287-4172

Contact Person Email Address*

Cathybuck25@gmail.com

Organization Phone Number*

707-287-4172

Organization Mailing Address*

P.O. Box 682, St. Helena, CA

Organization Physical Address*

1340 Main St., St. Helena

Federal Tax ID Number and Status*

#46-1415228 - Active

How Long Has Organization Served Community (Years & Months)*

10 years (FOC dba CCF); 110 years for Cameo Cinema

Project Name*

Opening Night at Fork2Film Festival 2025

Requested Grant Amount*

$5000.00

Do You Have Matching Funds?*

No

Please List Any Matching Funds and Sources

Total Project Cost*

$5000.00

Describe how your Project ties to the City's Goals, Mission/Vision Statement, funding philosophy, and how your application and organization incorporates the principles of diversity, equity, and inclusion.*

Food, wine and farming form the backbone - and heart - of St. Helena. The Fork2Film Festival, which will take place March 13 – 16, 2025, is an annual celebration of the finest culinary, wine and agriculture films from around the world. During the Festival, attendees enjoy more than a dozen epicurean film screenings, food and wine experiences, filmmaker Q&As and more. Films are submitted by domestic and international filmmakers and selected by a panel of local judges who have experience in filmmaking. In accordance with the Mission/Vision Statement of the City, this Festival promotes "a diverse, inclusive, family-friendly community" with "a full range of cultural and recreational opportunities" that "cherish our historic, small-town character." The Fork2Film Festival brings audiences, filmmakers, chefs, winemakers and special guests together to experience the power of community, connection, diversity and the culinary arts. With funding from this grant, we will present a special locals' Opening Night program, open to anyone who lives or works in St. Helena.

Friends of the Cameo dba Cameo Cinema Foundation has adopted a formal Non-Discrimination Policy that states: "Friends of the Cameo dba Cameo Cinema Foundation is an equal opportunity organization and will not allow discrimination based upon age, ethnicity, ancestry, gender, national origin, disability, race, size, religion, sexual orientation, socioeconomic background or any other status prohibited by applicable law." The Cameo Cinema proudly incorporates principles of diversity, equity and inclusion by ensuring our films and activities feature individuals, cultures and history from every corner of the world. We offer open-captioned films on Wednesdays and Sundays, provide earphones for those who are hearing impaired, offer Spanish subtitles when available and meet all ADA requirements.

Opening Night at Fork2Film Festival 2025 is open to our entire community and specifically honors our local farmers and those who work in wine and food production, preparation and hospitality.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Describe your Project including objectives and goals, who and how many people will benefit, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your Project.*

The goal of our Fork2Film Festival is to increase awareness of, and appreciation for, three essential aspects of our community. Wine, food and farming drive the economy of St. Helena and define our role as a world-class destination. This Festival brings lovers of film, food and wine from throughout the world to our City in March, an off-peak time for tourism. The special Opening Night program is designed to instill a sense of pride and ownership in our local community.

The Opening Night program will be held on Wednesday, March 12, 2025, at the Cameo Cinema. The program will focus on world-renowned food writer M.F.K. Fisher, who spent several years as a St. Helena resident. Ms. Fisher is credited with elevating cooking from a domestic chore to an exalted position that has far-reaching impact on many aspects of life. During the evening, 100 locals will gather at the Cameo to view the acclaimed documentary, “The Art of Eating: The Life and Appetites of M.F.K. Fisher,” as well as to enjoy bites and wines that highlight Ms. Fisher’s illustrious career. Local historian, Gary Meyer, who owned the house on Oak Avenue that was M.F.K. Fisher’s residence, will present photographs and memorabilia as well as engage in a discussion with Cameo proprietor, Cathy Buck, and a Q&A with the audience. Tickets for this Opening Night event will be available to 100 residents free of charge on a first-come, first-served basis.

All local merchants, restaurants and wineries can benefit from those who come to St. Helena to attend the Fork2Film Festival in mid-March, whether they are locals or tourists.

Timeline:
Preparation for the Fork2Film Festival 2025 will begin in April 2024
February 2024 – Submit grant application for Opening Night
April – June 2024 – Secure commitments for film and speaker
July – November 2024 – Secure participation from local wineries and chefs
December 2024 – January 2025 – Promote and publicize Opening Night at Fork2Film Festival 2025
January 2025 – Open ticket reservations for Opening Night at Fork2Film Festival 2025
January – March 2025 – Continue promotion and ticket sales, work on details with chefs and vintners
March 12, 2025 - Opening Night at Fork2Film Festival 2025

Please include a high-level description of the Project that you are requesting grant funding for. *

Opening Night at Fork2Film Festival 2025 is the kick-off event for the Cameo Cinema’s annual Fork2Film Festival, a four-day program that brings together outstanding culinary, wine and agriculture films from around the world, accompanied by food and wine experiences and discussions with the filmmakers and other guests. Opening Night at Fork2Film Festival 2025 offers St. Helena residents the opportunity to participate in this world-class film festival at no cost. The physical size of the Cameo forces us to limit tickets to 100 guests on a first-come, first-served basis, but the Fork2Film Festival allows everyone in St. Helena to celebrate and honor those who work in food, wine and farming.

By highlighting the life and work of celebrated author M.F.K. Fisher, Opening Night at Fork2Film Festival 2025 pays tribute to a St. Helena resident whose work has impacted chefs and food-lovers throughout the world. Through Opening Night at Fork2Film Festival 2025, our community can come together to honor this former Oak Avenue resident and celebrate the food and wine she loved. This program, as well as the entire Fork2Film Festival, acknowledges three elements that make St. Helena a world-renowned community: food, wine and farming.

Attachment 1: Grant Budget *

CCF - City of SH grant 2024 - BUDGET.xlsx

Attachment 2: Proof of Nonprofit Status*

FOC - IRS approval letter Feb 28 2013.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

FOC CCF Annual Budget - 2024 and PandL vs actual 2023.xlsx

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

FOC CCF - active grants received Feb 2023 - Feb 2024.docx

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

City of St. Helena Non-Profit Grant Application	
2024 - 2025	
Opening Night at Fork2Film Festival 2025	
Event Budget	
Cameo Cinema Rental Fee and Staffing	$1,500.00
includes film rental	
includes a small popcorn for each guest	
Stipend for Featured Speaker	$1,000.00
includes transportation allowance	
Food & Wine for 100 guests ($25/person)	$2,500.00
includes chef's fee	
Total	$5,000.00

Friends of the Cameo/Cameo Cinema Foundation Grants Received – February 2023 – February 2024

Science on Screen - $ 5,000 - October 2023 – June 2024 – alumni grant
This is a national program sponsored by the Coolidge Corner Theater Foundation in partnership with the Alfred P. Sloan Foundation. We have received 7 consecutive grants from SoS, the 3 most recent being alumni grants. Final report is due July 12, 2024.

City of St. Helena - $8,250 – July 2023 to June 2024
This is a competitive grant program for non-profit organizations in St. Helena. This grant funded our "Faces" program that turned local adults and kids into filmmakers.

Napa County Arts, Culture and Heritage Council - $16,365 – July 2023 to June 2024
This is a competitive grant program for non-profit organizations in Napa County. We were awarded a grant for "Water: Essential in Art and Life."

Tides Foundation – $5000 – July 2023 – June 2024
We received this grant as a gift from the Jennifer Kline Family Fund. This grant helps fund "Behind the Camera," a program that celebrates the diverse group of people involved in film production. This grant requires no report.

Anonymous Fund of the Marin Community Foundation (Muirfield Foundation) - $15,000 – January 2024 – 2025
This grant is administered in 3 segments of $5000 each. We received this grant as an anonymous gift from Susan M. Sherred through her Donor Advised Fund (DAF) with the Marin Community Foundation. It can be used to support community programming. NB: Any public listing of this contribution should read: Anonymous Fund of MCF

ATTACHMENT 3

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #52

Date Submitted: 2/23/2024

Organization Name*

Napa Bookmine Literary Foundation

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Julie Webb, President, Napa Bookmine Literary Foundation

Contact Person Phone Number*

530.945.2370

Contact Person Email Address*

juliewebb@litcentric.com

Organization Phone Number*

707.733.3199

Organization Mailing Address*

PO Box 296 Napa, CA 94559

Organization Physical Address*

1625 Second Street Napa, CA 94559

Federal Tax ID Number and Status*

Napa Bookmine Literary Foundation, is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Tax ID: 85-2150672

How Long Has Organization Served Community (Years & Months)*

4 years (established in 2020)

Project Name*

Books4Kids

Requested Grant Amount*

$8,000

Do You Have Matching Funds?*

No

Please List Any Matching Funds and Sources

N/A

Total Project Cost*

$8,000

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

Napa Bookmine is a locally owned and operated bookstore with locations in Downtown Napa, Oxbow Market, and our treasured bookstore in Saint Helena, Main Street Bookmine. In 2020 Napa Bookmine partnered with community members to establish Napa Bookmine Literary Foundation (NBLF). The following principles guide our work:

Community–We build stronger communities by investing in each other through book donations to kids, schools, and educational programs.

Access–We remove the barriers to book ownership by giving books away to kids, families, schools, and community programs free of charge.

Connection–We partner with authors from around the world to bring diverse stories to life in classrooms throughout the Valley.

Diversity–We prioritize books that help children explore new ideas and perspectives, and books that help children see themselves reflected in the pages they read.

Sustainability–In addition to providing new books, we give old books new life by recycling donated books and finding them a new home on local bookshelves.

Collaboration–Our programs foster collaboration in children and teens and create strong, educated, engaged members of the Napa Valley community.

The City Council's Goal #5 sets out to enhance the quality of life of the residents of St. Helena. This includes the quality of life for its children and, by extension, their families and caregivers. NBLF strives to improve children's access to books to help them build at-home libraries that ignite a love of reading to and with their families. Our mission is to provide equal access to books for all in Napa Valley.

NBLF aims to support educators to improve literacy outcomes for students by providing access to high-quality books that children love to read. We accomplish this through several programs including Books4Kids which provides a collection of new books for every first grader in Napa public schools. NBLF wants to expand Books4Kids to include Saint Helena public schools during the 2024-25 school year.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

The goal of Books4Kids is to provide a collection of books for each participating student to keep at home to build their at-home libraries and enjoy reading with their families and caregivers.

To accomplish this goal, NBLF proposes to host a one-day giveaway event at St. Helena Primary School (SHPS) during the 2024-25 school year. NBLF will coordinate with school administration to schedule a mutually agreed upon date and campus visitation schedule.

NBLF board members and volunteers will be on hand to read aloud in classrooms and distribute gift bags full of new children's books and bookmarks to all SHPS students.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

Every student at SHPS will have the opportunity to engage with NBLF board members through interactive read alouds and will receive a gift of new books to take home and share with their families. This means that approximately 200 students will be able to add high-quality books to their home libraries, or be able to start a home library for the first time.

NBLF curates collections of books that feature diverse characters and inclusive themes. Collections include English and Spanish titles and both fiction and nonfiction genres. Each book includes discussion questions in English and Spanish to support children and families to read and discuss the books together. Teachers tell us that with a common book in the hands of every reader they can extend learning done at home with additional discussion and literacy activities at school.

For SHPS, three unique collections of books will be chosen that reflect the developmental needs of kindergarten, first grade, and second grade readers. The following titles represent a sample giveaway book collection:

The Perfect Sushi (fiction) Sprinkled with engaging onomatopoeia, this unique title is infused with Japanese culture and delivers a universal message about the value of intention.

Meesha Makes Friends (fiction) A warm and affectionate look at the joys and difficulties of making and keeping friends, relating to others, and finding your place in the world.

Frida Kahlo (nonfiction, Spanish Edition) This moving book features stylish and quirky illustrations and extra facts at the back, including a biographical timeline with historical photos and a detailed profile of the artist's life.

Honeybee: The Busy Life of Apis Mellifera (nonfiction) Exquisitely detailed illustrations bring the great outdoors into your hands in this poetically written tribute to the hardworking honeybee.

Describe the community support for your project.*

NBLF enjoys the support of its board members, local volunteers, and the resources of Napa Bookmine to operate its Books4Kids program. We maintain a focused approach in our philanthropic efforts that keeps our costs low and our impact straightforward. We want children to have access to wonderful books that they are excited to read.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

N/A

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

NBLF is committed to providing books to children in Napa Valley that expose readers to diverse ideas, characters, and cultures that are both similar to their own experiences and uniquely different from their local contexts. Each collection of books we provide is a mix of fiction and nonfiction genres, includes characters of different races and cultures, represents inclusive and enduring themes, and includes texts in both English and Spanish.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

NBLF Books4Kids Project Budget SHPS.pdf

Attachment 2: Proof of Nonprofit Status*

NBLF Articles of Incorporation and Nonprofit Status.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

NBLF Budget and Actuals.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

Books4Kids Project Budget

Item	Quantity	Cost
Books	4 books per child = 800 books	$7,500
Bags	1 bag per child = 200 bags	$200
Bookmarks	1 bookmark per child = 200 bookmarks	$100
Discussion Question Stickers	1 sticker per book = 800 stickers	$200
Project Total		**$8,000**

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #48

Date Submitted: 2/23/2024

Organization Name*

Napa Green

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Anna Brittain, Executive Director

Contact Person Phone Number*

805-636-3329

Contact Person Email Address*

anna@napagreen.org

Organization Phone Number*

(707) 200-7813

Organization Mailing Address*

952 School St. #403, Napa, CA 94559

Organization Physical Address*

Spaces, 1300 1st St., Napa, CA 94559

Federal Tax ID Number and Status*

84-3348126, active 501c3 nonprofit

How Long Has Organization Served Community (Years & Months)*

4 years, 7 months

Project Name*

DEI Workshop Series: Giving, Receiving & Integrating Feedback

Requested Grant Amount*

$7500

Do You Have Matching Funds?*

Yes

Please List Any Matching Funds and Sources

Napa Green will contribute $1500 + lunch, and participants will pay subsidized ticket price of $240 per person

Total Project Cost*

$15,000

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

Napa Green is seeking to continue our collaboration with Soil and Shadow to offer the second in a series of DEI workshops: Giving, Receiving & Integrating Feedback. This workshop directly aligns with the City of St. Helena's commitment to diversity, equity, inclusion, and social justice by providing a unique opportunity for community leaders to actively build skills that foster inclusion. The DEI strategy put forth by the City of St. Helena recognizes the importance of creating a community in which all members feel empowered to stand up for what they believe in and advocate for lasting change, while also recognizing the challenges of advocating as a minority individual. By leveraging the expertise of Soil and Shadow's CEO Nikki Silvestri, we'll be able to provide a full-day workshop with resources and tools to cultivate: Frequent and high candor feedback; Psychological safety that translates to vulnerable, trusting relationships; A "higher purpose" that calls people into their best selves, inspiration and grit during times of conflict and change. This not only aligns with the City's DEI objectives, but actively contributes to enhancing communication, understanding, and collaboration across diverse groups.

Napa Green partnered with Soil and Shadow in November 2023 to host an intensive Implicit Bias workshop, with 26 participants. One of the elements that makes the Soil and Shadow's expertise so relevant and valuable for leaders in an agricultural community is that their frameworks use nature-based systems as a model to inform healthy social systems. The highly successful foundational 2023 workshop was made possible by a CDFA matching grant. Napa Green is not able to facilitate additional community workshops like this without grant support.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

Our objective is to organize a full-day (9-4 pm, lunch included) DEI workshop on Giving, Receiving and Integrating Feedback, led by Nikki Silvestri. The workshop will include active discussion, exercises and breakout sessions so this will be limited to 30 participants, targeting organizational leaders and managers that influence teams. This workshop will be hosted by a Napa Green member winery in St. Helena. We would reserve six seats for City of St. Helena leadership, and we would particularly encourage our certified members within the St. Helena city limits to take advantage of this opportunity (Beringer, Charles Krug, Clif Family, Crocker & Starr, Merryvale, Salvestrin, Spottswoode, Sutter Home). Our Napa Green team would also benefit from participating in this workshop. We would aim to organize this workshop in November 2024.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

See above. Our workshop aims to actively engage and provide tools to 30 people; however, the skills, resources, insights and reflections provided to each of the participants in the workshop will lead to an ongoing and expanding impact within their organizations. The full cost of this workshop is $15,000, so this grant would provide a 50% match, Napa Green will cover 10% plus lunch, so that participants will only pay a subsidized ticket cost of $240.

Describe the community support for your project.*

All of the leaders and managers that participated in the inaugural Implicit Bias workshop expressed their interest in additional content and workshops. This included leaders from Napa Valley Grapegrowers, Spottswoode, Knights Bridge, Rudd, Grgich, Frog's Leap, Chimney Rock, Dominus, Bergin Glass, BCG Water, Regusci Vineyard Management, and DaVero. We know from our Napa Green members that there is a demand for this type of content, but there is little to no in-person availability in our region, other than individual companies organizing employee trainings, which can be cost-prohibitive. We have no doubt that with the backing of the City of St. Helena this workshop will be sold out.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

We have not received funding from other Napa County agencies.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

Napa Green aims to set the highest standard for sustainability and climate action in the global wine industry. We focus on Six Pillars of Sustainable Winegrowing Leadership: Water Efficiency; Energy Efficiency; Waste Prevention & Supply Chain; Proactive Farming, Soil Health & Biodiversity; Social Justice, Diversity & Inclusion; all under the umbrella of Climate Action & Regenerative Agriculture. We work with growers and vintners to implement and achieve Napa Green Vineyard and/or Napa Green Winery certification, and the first element of both of these certifications is "Social Justice, Diversity & Inclusion," with more than 50 required practices within this element. People have to feel safe, heard, and supported in order to contribute to growing values-driven businesses. We cannot have environmental or economic sustainability without social sustainability. Both our team and our Board are female-led. Two of our five team members are people of color, as are two of our Board members.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

Napa Green Soil and Shadow Giving, Receiving and Integrating Feedback Training Proposal 022324.pdf

Attachment 2: Proof of Nonprofit Status*

IRS Determination Letter.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Budget v. Actuals FY2023-FY2024.xlsx

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

Napa Green Letter of Support from Soil and Shadow.pdf

PROJECT PROPOSAL

Giving, Receiving and Integrating Feedback

PREPARED FOR:

Anna Brittain

PREPARED BY:

Nikki Silvestri

Chief Executive Officer

DATE ISSUED:

February 23rd, 2024

BUDGET

The budget would cover the following activities:

Pre-Training Meetings, Surveys and Preparation ($2,500)
Training Delivery ($10,000)
Post-Training Meeting, Surveys and Preparation ($2,500)

Our current billing rate is $500/hour. This includes rates for all Soil and Shadow team members, the Soil and Shadow assessment, research documents and tools, and all administrative fees.

Proposal Cost: $15,000

Note: The Soil and Shadow team will check in the with client during the interview and analysis phase to determine whether additional hours are necessary. Additional hours will be charged at a rate of $500/hour, and approved in advance.

February 23rd, 2024

To Whom It May Concern,

I am writing to express my wholehearted support for Napa Green's grant application to fund the collaborative project, "Giving, Receiving, and Integrating Feedback," between Napa Green and Soil and Shadow. I believe this initiative holds tremendous potential to contribute significantly to the leadership development of the Napa Valley community and the broader Bay Area.

Soil and Shadow is honored to partner with Napa Green in this transformative endeavor. Our combined strengths will allow us to deliver a comprehensive training program that addresses the critical need for enhanced leadership skills in our community. This project aligns seamlessly with the core values of both organizations and emphasizes our shared commitment to fostering growth, collaboration, and positive change.

The "Giving, Receiving, and Integrating Feedback" training program is designed to empower individuals in the Napa Valley community and the broader Bay Area by equipping them with essential leadership skills. Through this initiative, participants will gain valuable insights into effective communication, constructive feedback, and collaborative decision-making. The long-term goal is to create a network of empowered leaders who will, in turn, contribute to the overall well-being and resilience of our community.

Napa Green has consistently demonstrated a deep dedication to environmental stewardship, sustainability, and community engagement. Their track record of successful initiatives in the Napa Valley area speaks volumes about their effectiveness and impact. By joining forces with Soil and Shadow, we aim to leverage our collective expertise in leadership development to bring about meaningful and lasting change.

We appreciate your dedication to investing in projects that make a difference in our communities. We are confident that the "Giving, Receiving, and Integrating Feedback" training program is a worthy investment.

Thank you for your time, consideration, and commitment to supporting initiatives that drive positive change.

Sincerely,

Nikki Silvestri
CEO and Founder
Soil and Shadow

ATTACHMENT 5

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,000 and Under - Submission #36

Date Submitted: 2/22/2024

Organization Name*

Napa Valley College

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Dr. Alejandro Guerrero, Asst. Superintendent/VP, Student Affairs

Contact Person Phone Number*

707-256-7365

Contact Person Email Address*

aguerrero@napavalley.edu

Organization Phone Number*

707-256-7363

Organization Mailing Address*

2277 Napa-Vallejo Highway, Napa, CA 94558

Organization Physical Address*

2277 Napa-Vallejo Highway, Napa, CA 94558

Federal Tax ID Number and Status*

46-2918583

How Long Has Organization Served Community (Years & Months)*

13 years

Project Name*

2nd Annual Viva Mariachi at St. Helena Festival

Requested Grant Amount*

5,000.00

Do You Have Matching Funds?*

not at this time, but we will be seeking sponsors and other grants

Please List Any Matching Funds and Sources

0 as of Feb. 22, 2024

Total Project Cost*

$41,702

Describe how your Project ties to the City's Goals, Mission/Vision Statement, funding philosophy, and how your application and organization incorporates the principles of diversity, equity, and inclusion.*

The District Auxiliary Services Foundation of Napa Valley College is applying for the 2024-2025 Nonprofit Community Enrichment Program in the total amount of $5,000.00 to assist with costs associated with the "2nd Annual ¡Viva Mariachi! at St. Helena Festival." However, it costs more than $5,000 to have the privilege of hosting this phenomenal event in St. Helena. Two to three ensembles will be performing in April of 2025, representing mariachi programs existing at our nation's public education system such as middle school, high school, and college level performers. This unique event is a one-day program of mariachi performances for St. Helena and Up Valley youth, their families, educators and the public, to celebrate Mexican music and culture. Award-winning youth ensembles will demonstrate what's possible when a community develops a Mariachi music program for its students. These programs not only increase cultural awareness but also provide students with a unique opportunity to engage in and preserve cultural traditions. The ¡Viva Mariachi! Festival represents an exceptional chance for our community to explore the thriving landscape of these programs across the United States, and aims to lay the groundwork for a comprehensive mariachi music program in St. Helena. Mariachi programs play a pivotal role in enhancing student success while enriching the cultural vitality and musical heritage of our institutions and the surrounding communities, while for Mexican-origin students and their families they bring a sense of pride, self-worth and belonging. Additionally, they have a proven track record of increasing student focus, academic achievement, and graduation rates.

The goals, mission statement, vision and values of Napa Valley College and the District Auxiliary Services (DAS) Foundation speak to providing opportunities that are student-centered, equity focused and community –oriented, fostering a sense of belonging while also building connections with our larger community. Our Vision cultivates a learning environment grounded in equity, inclusion, and empowerment. Our Values embrace the power of diverse peoples, perspectives, and experiences.

The NVC/DAS overall commitments above embody, we believe, those of the City of St. Helena. Specifically, the new Council's Mission for the City of St. Helena to serve its citizens by promoting a culture of equity, diversity and inclusion and expanding recreational, active transportation and cultural opportunities while strengthening regional collaboration with other public entities and building partnerships with local service providers and stakeholders.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Describe your Project including objectives and goals, who and how many people will benefit, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your Project.*

The 2nd Annual ¡Viva Mariachi! at St. Helena Festival will likely take place during the first two weeks in April, 2025 at the St. Helena High School Auditorium, unless an alternate venue is suggested and offered. The program will be from 7:00 pm to 9:30 pm. This timeframe will include a Q&A segment for the audience to inquire of and engage with the performing ensembles including hearing testimonials from students on how mariachi has changed their lives and those of their families. We anticipate making the event free of charge to the community and expect no less than 300 community members attend the Festival.
We anticipate presenting, for the 2nd Annual ¡Viva Mariachi! at St. Helena Festival, two and possibly three youth ensembles representing two or three levels of public education. The mariachi ensembles will be the same performing at the Napa Valley College "5th Annual ¡Viva Mariachi! at Napa Valley College Festival" the day following the St. Helena event.
Napa Valley College has embarked upon a commitment to develop Mariachi as an academic certificate/degree starting in the spring of 2024 when a 2- unit credit class, Music 280, is being offered during the week of April 1. In addition, free mariachi music workshops are being offered to the entire community, including the up valley residents, on Saturday, Abril 6, 2024 from 8:30 am to 2:30 pm at the Napa Valley College Performing Arts Center.

Goals and Objectives:
The 2025 ¡Viva Mariachi! at St. Helena Festival aims to:
- Create a lively, joyous and inclusive experience for our audiences and student performers alike
- Share this authentic and sophisticated Mexican musical tradition with the wider Up Valley communities
- Convey how mariachi music programs are thriving in communities across the U.S., promoting cultural appreciation, bridging cultural divides and putting marginalized youth on a path to college
- Generate enthusiasm and support for developing a county-wide comprehensive mariachi music program in Napa County schools and a certificate at Napa Valley College.

Please include a high-level description of the Project that you are requesting grant funding for. *

The proposed Project is a single endeavor. It entails the organizing and funding of a youth mariachi music festival that will include 2/3 acclaimed, award-winning ensembles from throughout California, Texas and/or Arizona. This extraordinary and musically diverse youth mariachi festival has the potential of becoming the primary established annual Mexican/Latino cultural musical experience for the City of St. Helena and for benefit of its residents particularly, but by no means exclusively, for the City's 35% Latino/Hispanic population.
The Napa Valley College District Auxiliary Services Foundation has forged a solid joint collaboration of work with the City of St. Helena in several respects. One has been the undivided and gracious support by Mayor Paul Dohring including his recent writing of a letter on behalf of NVC's application for (successful!) funding to the Arts Council of Napa Valley. Second, Napa Valley College has shared these musical talents and expanding the experience to our Up Valley. All the resources to make these events possible come from soliciting sponsorships, donations and writing grants.
The 2023-2024 Non-Profit Grant awarded by the City of St. Helena, for example, will be used to host three mariachi ensembles of the "1st Annual ¡Viva Mariachi! at St. Helena Festival" this April 5th. They are: Mariachi Los Gavilanes de Monaco Middle School in Las Vegas; Mariachi Plata from College of Southern Nevada in Las Vegas; Mariachi del Valle from Davis Sr. High School from Davis, California.

Attachment 1: Grant Budget *

Viva Mariachi St. Helena Budget Proposal 2025.pdf

Attachment 2: Proof of Nonprofit Status*

DAS IRS Tax Determination LTR.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

DAS - Financial Reports 23-24 Current and 22-23 Prior Yr.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Attachment 4 Listing of Grant funding received in the last 12 months.pdf

Attachment 5: Partnership Letter(s) (if applicable)

3 Letters of Support for the Viva Mariachi Festival.pdf

PROJECTED BUDGET FOR 2ND ANNUAL VIVA MARIACHI IN ST. HELENA 2025

Type of Expense	Description	Amount
Food & Other Supplies		
	Dinner for musicians on Friday	500.00
Other Services		
	Rental of St. Helena High School Auditorium	856.00
	Hiring of audio technician for concert	800.00
Airfare		
	Roundtrip airfare for one mariachi ensemble of 20 members *	4,000.00
Lodging		
	One night of lodging for one ensemble of 20 members (Hampton Inn & Suites)**	5,203.00
	Estimated Expenses:	**11,359.00**
	* Estimate is about 1/3 of projected expenses for the 2024 Viva Mariachi Festivatl at NVC.	
	**Hotel has hosted past performers and given us discounted group rates	

Attachment #4: Listing of Grant Funding Received in the Last 12 months

As of Feb. 20, 2024, we have not received any funding for this project since our fundraising efforts have not begun yet. Our fundraising efforts usually begin after the previous Viva Mariachi Festival is finished.

The current 4th Annual Viva Mariachi Festival is being funded by sponsorships and grants received from the Arts Council of Napa Valley, Festival Napa Valley, the Napa County Hispanic Network, the Damien Maldonado Foundation, and the City of St. Helena.

Commitment to Community

NAPA COUNTY **OFFICE OF SHERIFF-CORONER**

1535 AIRPORT BOULEVARD
NAPA, CALIFORNIA 94558-6292
(707) 253-4501

OSCAR ORTIZ
Sheriff - Coroner

MEMORANDUM

To: Crysta Tim, Program Manager at Arts Council, Napa Valley
From: Sheriff Oscar Ortiz

Date: December 11, 2023
Re: Viva Mariachi Festival at Napa Valley College

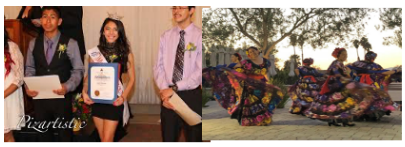
As a local elected official, law enforcement executive, and member of the Latino community, I enthusiastically support the Viva Mariachi Festival at Napa Valley College. I have attended the event both at Napa Valley College and the smaller presentation in St. Helena each of the past two years. Last year, I was fortunate enough to be able to purchase a sponsorship package and I hope to be able to do the same this year.

The efforts and focus of the event to promote music education in this cultural enriching theme of Mariachi music is just one of the reasons I support Viva Mariachi. The event organizers bring school aged talent from formal educational Mariachi programs in other communities to share their successes and entertain local audiences. The sense of community seen in the audience, as everyone, of all backgrounds, is entertained and impressed by the performances of the groups is another reason I support Viva Mariachi. In the future, I hope to see Viva Mariachi grow and inspire local schools to offer Mariachi music programs similar to the programs of the visiting schools at Viva Mariachi.

I consider it an honor to submit this letter of support and I hope the Arts Council considers financially supporting Viva Mariachi.

Respectfully,

Oscar Ortiz, Sheriff-Coroner



December 18, 2023
To: Crysta Tim, Program Manager, Arts Council Napa Valley
Re: Napa Valley College Viva Mariachi Festival Grant Application

Dear Ms. Tim,

Since the inception of the Napa Valley College Viva Mariachi Festival 3 years ago, the Napa County Hispanic Network has wholeheartedly and enthusiastically offered its financial and participatory support. As a board we strongly believe and endorse the college's mission to introduce acclaimed youth mariachi ensembles to the Napa Valley with the anticipation that one day soon, Napa Valley will have its own competitive mariachi ensemble.

Now more than ever, the cultural and academic emphasis these festivals model is what our Napa Valley needs for our local youth and college students. Each year's festival has been better than before and always well attended, including by the board members of the Napa County Hispanic Network, because we also support students in their cultural and educational journeys.

We submit this statement with enthusiastic support of the Mariachi Festival and their efforts to continue offering and developing this exceptional display of youthful talent. We ask that you put the Viva Mariachi Festival at the top of your list for financial support from the Arts Council Napa Valley.

Thank you

Jorge Gonzalez

Jorge Gonzalez, President, NCHN
Office (707) 738-5210
Direct (707) 699-2924
Jorge@gonzalezvineyardmgmt.com
www.napacountyhispanicnetwork.com

Paul Jamison Dohring
Mayor, City of St. Helena
1088 College Avenue
St. Helena, CA 94574

December 30, 2023

Crysta Tim, Program Manager
Arts Council Napa Valley
P.O. Box 2782
Napa, California 94558

Re Viva Mariachi Festival at Napa Valley College

Dear Ms. Tim,

As the Mayor of the City of St. Helena, I wholeheartedly and enthusiastically support the funding request of Viva Mariachi Festival at Napa Valley College. Our city has benefited from three previous youth mariachi concerts, which were provided free of charge to our residents. Our community has enthusiastically embraced these wonderful performances, and this signifies a bright and promising future for youth mariachi up valley. I am pleased to endorse all efforts to introduce acclaimed youth mariachi ensembles to our community, with the anticipation that one day soon we will have our own competitive mariachi ensemble.

I have had the immense pleasure of enjoying mariachi's rich rhythmic melodies in my travels to Mexico and of course throughout California. I must say, however, that I receive the most joy and excitement when I can experience the magic of young students wearing their glamorous mariachi suits and wide-brimmed hats and performing mariachi in concert. The "twinkle in the eye" of a young male soloist removing his sombrero and wowing his audience with charisma and charm or that oh-so-brief smile of a statuesque young woman standing with grace at the front of the stage and belting out a powerful, beautiful song reveal an inner confidence, deep pride and pure joy that is not often seen at this young age.

Young students willing to invest so much of their time in the art of mariachi are developing a profound sense of responsibility, teamwork, discipline and time management, invaluable skills for all of us. And those willing to take the stage to sing or perform an instrumental solo are also learning how to tackle life's many challenges with dignity and grace.

How wonderful it would be to one day have our own mariachi youth ensemble right here in the Upper Napa Valley. And to have local schools offering mariachi classes as part of their curriculum to help expand multicultural education and allow our Latino students to have the

opportunity to take pride in their rich Mexican traditions and heritage. Learning and performing mariachi music would allow these students to not only discover themselves as representatives of this valued culture, but also to demonstrate a deep pride in that culture.

Ultimately, having these mariachi programs locally will enrich the lives of our students and our communities. Students who would not otherwise participate in fine arts programs will be able to develop and refine their talents, create a sense of belonging with their peers and find deep connections to their cultural roots.

Communities will also continue to benefit from having these concerts throughout the year. I enjoy seeing our elders in the audience sing along with pride and fond memories, but we can all listen to and enjoy this great music during various celebrations and major holidays. We can all enhance and influence our multiculturalism, as we embrace a learning experience that links us to rich cultural traditions.

The cultural and academic emphasis these festivals model is what our Napa Valley needs for our local youth and college students, and the City of St. Helena is very honored to submit this letter on behalf of the Mariachi Festival and its efforts to develop and offer this exceptional display of youth talent. We ask that you seriously consider the Viva Mariachi Festival for financial support from your Arts Council Napa Valley.

Thank you for your consideration and for your continuing service to our community.

Sincerely,

Paul Jamison Dohring

Paul Jamison Dohring
Mayor, City of St. Helena

¡VIVA MARIACHI ST. HELENA!

VIVA Mariachi

FREE FOR THE ENTIRE FAMILY

Friday, April 5, 2024 ~ 7:00pm

St. Helena High School Auditorium

Featuring

Mariachi Los Gavilanes de Monaco Middle School, Las Vegas, NV
Mariachi Plata from College of Southern Nevada, Las Vegas, NV
Mariachi del Valle from Davis Senior High School, Davis, CA

Free Mariachi Workshops

Saturday, April 6, 8:30-3:30pm, Lunch and materials included
A full day of intensive Mariachi instruction by professional musicians.
Workshop seats are is limited, so register now at: http://tinyurl.com/2024MariachiWorkshops.

Made possible in part by a grant from the City of St. Helena.

NAPA VALLEY COLLEGE

2277 Napa-Vallejo Hwy., Napa, CA 94558
napavalley.edu | #NVCVivaMariachi

More information at: http://tinyurl.com/NVCVivaMariachi or contact the Office of Student Affairs at (707) 256-7363

Meet the Mariachis of 2024!

Mariachi Los Gavilanes de Monaco Middle School

This award-winning mariachi ensemble from Las Vegas is composed of 21 talented middle school students and is one of the largest in the nation, consistently garnering national-level awards and recognition. Notably, this June 2024 Mariachi Los Gavilanes de Monaco Middle School has received the prestigious invitation to showcase their musical prowess in the heart of New York City at one of the world's most distinguished venues.

Mariachi Plata from College of Southern Nevada

Mariachi Plata took top honors this December, for a third consecutive year at the 29th Annual Mariachi Extravaganza National Competition in San Antonio, Texas. The competition brings over 40 middle school, high school and college mariachi ensembles to compete and showcase their talents. Mariachi plata is comprisedof 18 members and performer, Yasmine Dueñes, was also named the overall grand champion vocalist at the 2023 Mariachi Extravaganza.

Mariachi del Valle from Davis Senior High School

A band of just nine high school students who knocked the socks off a full house at Disneyland's California Adventure in 2023. Their year-long program includes a daily class that receives instructional assistance from local mariachi coaches and the UC Davis mariachi music faculty.

Support ¡Viva Mariachi!

Give a gift of support at: https://tinyurl.com/SupportMariachi

Join our sponsorship program at: https://tinyurl.com/SponsorMariachi

Contact us at: (707) 256-7363 or NVCStudentAffairs@napavalley.edu

¡Viva Mariachi! 2024 is sponsored by:

ATTACHMENT 6

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #30

Date Submitted: 2/21/2024

Organization Name*

Napa Valley Festival Association, dba Festival Napa Valley

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Lissa Gibbs, Senior Director of Education & Communications

Contact Person Phone Number*

520-256-8077

Contact Person Email Address*

lissa@festivalnapavalley.org

Organization Phone Number*

707-346-5052

Organization Mailing Address*

p.o. box 6221, Napa CA 94581

Organization Physical Address*

2045 Jefferson St., Napa CA 94559

Federal Tax ID Number and Status*

26-4008029

How Long Has Organization Served Community (Years & Months)*

17 years

Project Name*

How I See Music

Requested Grant Amount*

$10,000

Do You Have Matching Funds?*

yes

Please List Any Matching Funds and Sources

$5,175 - FNV Arts for All donors, PLUS $179,667 from sponsors, ticket sales, FNV individual donors

Total Project Cost*

$194,842 (project is part of a larger performance that requires stage build, A/V tech, full live orchestra)

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

As part of a larger nine-evening St. Helena destination specific performing arts festival set on the Charles Krug Great Lawn, this project promotes related daytime and overnight tourist visits to the town of St. Helena (restaurant guests, Main Street shopping, hotel stays), bringing tax dollars to the City and strengthening the City's financial sustainability (Goal 1). This project also enhances the quality of life (Goal 5) of the ~ 175 St. Helena youth and seniors who participate in the How I See Music workshops and of the ~ 700 anticipated audience members– locals and visitors alike – in attendance at the July 13, 2024 "Gran Cru" live performance at Charles Krug that includes the large scale public presentation of How I See Music artwork. This project realizes the Festival's arts for all mission to provide enriching arts activities that foster belonging and inclusion of a diverse population found in St. Helena public schools and presents artists on stage of diverse race, gender, and ethnicity. The project utilizes a stable range of funding from multiple sources and is part of the ongoing programs of a well-established, self-sufficient nonprofit arts organization.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

This project is an educational workshop, visual arts exhibition, and live music performance. Starting with a series of music-driven deep listening and spontaneous painting workshops for students held at St. Helena Elementary School and for seniors at Rianda House, it then culminates on July 13, 2024 in the exhibition of a curated selection of artwork created by workshop participants projected on largescale LED screens onstage at the Charles Krug Great Lawn during the Festival's 18th Summer Season, with a live full orchestra performance of the same piece of symphonic music, Gershwin's Rhapsody in Blue, with featured solo pianist Jean-Yves Thibaudet.
The objectives of this project are to: 1) provide local youth and seniors a substantive and fun arts education and critical thinking/listening experience that results in the creative expression of their own visual interpretation of a work of classical music; 2) give the creative work of local youth and seniors center stage (literally) when showcased onstage in a dynamic and engaging way during Festival Napa Valley's Summer Season; and 3) promote St. Helena as a cultural destination that values and practices the highest standards of professional presentation of both world class musicians and local artists.
Workshops will take place in late spring and early summer with the work created in them reviewed and edited in time to be presented as projections on July 13, 2024. NOTE: How I See Music is a year-round program activity with a production timeline that cannot match the fiscal year calendar of the City of St. Helena. For example: for the July 2023 (St. Helena FY23-24) How I See Music performance, artwork must be created in workshops in the spring of 2023 (St. Helena FY22-23); and for July 2024 (St. Helena FY24-25) How I See Music performance, artwork must be created in workshops in the spring of 2024 (St. Helena FY23-24). Receipts will be submitted that match St. Helena's fiscal year requirements.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

- Workshop participants at St. Helena Elementary School students – estimated 160, all 3rd and 4th grade classrooms
- Workshop participants at Rianda House program participants – estimated 15 active seniors
- Audience members in attendance at the live performance where How I See Music workshop artwork will be integrated into the onstage performance by a live orchestra – estimated 700 individuals including a range of Napa County residents (St. Helena, Calistoga, Napa, American Canyon, Angwin, unincorporated) and visitors (from Greater Bay Area, California, Texas, New York, Chicago, Dallas, Europe, Canada, and Mexico).

Describe the community support for your project.*

The workshop component of How I See Music takes place in Napa County public school classrooms (K-8 primarily) and senior activity centers, including those in St. Helena (St. Helena Unified School District, Rianda House). Since 2021 Festival Napa Valley has presented its Summer Season programs at the Charles Krug Great Lawn with resounding success to more than 7,000 audience members over a nine-night period each year. 30% of the members of Festival Napa Valley Board of Directors reside within and/or operate businesses within the city limits of St. Helena. The live performance/exhibition of How I See Music is part of a larger evening program requiring a full-scale stage build for a multi-day performing arts festival at Charles Krug. The funding requested here ($10,000) covers a pro-rated portion of those larger production and presentation costs which total $194,842+ necessary for the one evening's full performance, all of which are fully covered by existing funding secured from individual donors, corporate sponsors, and advance ticket sales for the Festival's full multi-day summer season. The pro-rated costs requested here represent the portion of the event related only to the How I See Music project which specifically engages St. Helena students and elders. The balance of the costs for the stage build, orchestra musician fees, conductor, LED screens, and projection - which will be used by other programs during the nine-day festival run at Charles Krug - are fully funded by other sources. This is the third year of the How I See Music community art project. Its well-received presentations with live orchestra in July 2022 and 2023 prominently featured the work of elders from Rianda House and Silverado Orchards along with work by Napa County students. The award of this grant in 2024 will allow the project to continue its workshops for SHUSD students, expanding to cover more of the student body. As a non-profit, public benefit organization, Festival Napa Valley relies heavily on local volunteers to staff its live concerts at Charles Krug. Many of these volunteers are St. Helena residents who freely give their time to support a cultural event which is beloved to them.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

Festival Napa Valley received grant awards from the Napa County Arts & Culture Grant Program in FY2022-23 ($15,000) and FY2023-24 ($27,500) for How I See Music workshops in Napa Unified School District schools and at the Yountville Veterans Home. The funds requested in this application are made specifically to serve St. Helena Elementary students and Rianda House participants in St. Helena at an estimated grant award investment of ~$57 per St. Helena resident served (not including St. Helena audience guests in attendance on July 13, 2024). Including estimated 100 St. Helena residents in attendance at July 13, 2024 performance that grant award investment changes to ~$36 per St. Helena residents for the full project ($10,000/275 St. Helena students, seniors, and audience members). The value of the grant from the City of St. Helena reaches beyond St. Helena residents directly served as the siting of Festival Napa Valley at Charles Krug benefits the tax income received from visitors and overnight guests attending the performance on July 13 and other performances during the full run of the Festival's Summer Season in St. Helena July 12-21, 2024.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

This project realizes the Festival's arts for all mission, emphasizing that the arts and creative expression belong to and can be enjoyed by everyone of all races, genders, ages, economic class, geographic origin, and cultural backgrounds. The arts are not a luxury and are a key element in creating a thriving and engaged public that includes a diverse range of economic, racial, and cultural backgrounds representing the diversity found in the world and in the St. Helena community specifically. This project – and the arts as a whole - bring diverse communities together in real life and real time, creating space for inclusion and celebration of our likenesses and differences.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

How I See Music Pro-Rated Budget 2024.pdf

Attachment 2: Proof of Nonprofit Status*

IRS_501c3.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Statements of Activities - FY23 Unaudited and FY22 Audited - report date 2.21.24.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

Hard & Pro Rated Costs BUDGET How I See Music (HISM) Workshop and Exhbition/Performance

Summer 2024

NOTE: FNV Education Dept staffing is a soft cost of this project, estimated at $10,000 total and covered fully by FNV

		City of St. Helena Pro-Rated share How I See Music serving St. Helena residents ONLY	*Notes (including funding source)*
Workshop Materials			
	Watercolor Paper 6 x 9, 88lb	250	hard HISM cost
	Paints (20 Pelikan gouache pan sets @ 21.51 each + tax)	450	hard HISM cost
	Brushes (6 synthetic brush sets @ 16.29 each + tax)	100	hard HISM cost
	Misc (paper towels, sound bar, folders, jars, boxes)	190	hard HISM cost
Digital Assembly			
	Editor	500	hard HISM cost - full cost $5,000
	Transfer/Storage	100	hard HISM cost - full cost $500
	Special software	85	hard HISM cost - full cost $500
Live Performance (pro-rated)			
	Artist Fees Orchestra Musicians (pro-rated portion)	5000	$25,000 full cost (balance covered by FNV)
	Artist Fees Conductor (pro-rated portion)	1000	$10,000 full cost (balance covered by FNV)
	Stage build & chair rental (pro-rated portion)	1000	$90,000 full cost (balance covered by FNV)
	Venue rental	0	venue donated by Charles Krug
Projection at Live Performance			
	LED Screens (pro-rated portion)	5000	$50,000 full cost (balance covered by FNV)
	Projector (rental, pro-rated portion)	1000	$5,000 full cost (balance covered by FNV)
	Projectionist & tech crew (pro-rated portion)	500	$3,000 full cost (balance covered by FNV)
Attendance			
	55 tickets for workshop participants ($35 each)	0	$1,950 full cost covered by FNV Arts for All

TOTAL EXPENSES (How I See Music pro-rated portion for July 13 presentation concert) **$ 15,175.00**

FUNDING SOURCES

$	5,175.00	Secured funds specifically for How I See Music in St. Helena - Arts for All donors
$	10,000.00	Requested City of St. Helena NPO Grant
TOTAL How I See Music St. Helena specific FUNDING	**$ 15,175.00**	plus $179,667 in costs fully covered by secured FNV funding for stagebuild, screens, projection, orchestra, conductor, etc

NOTE: How I See Music is a series of workshops, an exhibition, and a live performance. The live performance is part of a larger evening program that requires a stagebuild for our multi-day performing arts festival at Charles Krug. The pro-rated costs in this budget represent the portion of the event related specifically to How I See Music in St. Helena and for St. Helena students & elders. The balance of the full costs for the stagebuild, orchestra, conductor, screens, and projection - which will be used by other programs during the same evening and over the course ofthe festival - are fully funded by other sources.

ATTACHMENT 7

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #25

Date Submitted: 2/20/2024

Organization Name*

Napa Valley Museum

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Laura Rafaty/Executive Director

Contact Person Phone Number*

4152792652

Contact Person Email Address*

laura@napavalleymuseum.org

Organization Phone Number*

7079440500

Organization Mailing Address*

Box 3567, Yountville CA 94599

Organization Physical Address*

55 Presidents Circle, Yountville CA 94599/607 St Helena Highway, St Helena CA 94574

Federal Tax ID Number and Status*

23-7140629 501c3 active status

How Long Has Organization Served Community (Years & Months)*

52

Project Name*

Napa Valley Museum of Art & Culture (the MAC) in St Helena

Requested Grant Amount*

$20,000

Do You Have Matching Funds?*

YES

Please List Any Matching Funds and Sources

$300,000 has been donated to the project by the Ron & Diane Disney Miller Fund

Total Project Cost*

The total project cost is likely to exceed $1.159 million. A draft of the development budget is attached.

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

Napa Valley Museum of Art & Culture: The MAC, opening in St Helena at 607 St Helena Highway in fall of 2024:

Napa Valley Museum is working to seize a once-in-a-lifetime opportunity to establish a major cultural institution at the gateway to St Helena and Up valley. It is designed to benefit the St. Helena, and Napa Valley, communities with arts, culture, and educational exhibitions and programs of the highest caliber. Because of the larger size and more prominent location than our current space in Yountville, we will be able to present more high-profile exhibitions of major artists, as well as incubating the world premiere exhibitions for which we have become well known. This new flagship museum will have distinct branding tied closely to St Helena (it is outside the city boundary in unincorporated Napa County, but has a St Helena address) just as our existing location enjoys close ties to Yountville.

Already confirmed for the MAC are major exhibitions on Julia Child (timing subject to funding), a retrospective on the Wyeth family featuring original works by three generations of painters, a reboot of our popular "Dangerous Games" exhibition, thrilling photographs taken inside musical instruments by New Zealander Charles Brooks, and an exhibition of costumes and props from the film "White Christmas," obtained from the Rosemary Clooney House. We are also planning events like a celebration of Jacques Pepin's 90th birthday, for which he will bring a pop-up exhibition of his own paintings done for friends – none of which have been seen by the public. These exhibitions and more like them will not only make the best in arts available to St Helena's already culturally-inclined residents and visitors, it will provide a boost to local businesses with whom we plan to actively partner, and a resource for students and educators.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

Project summary: to create the Napa Valley Museum of Art & Culture ("the MAC") at the entrance to St Helena on Highway 29, in the former Dean & Deluca/Gary's Wine building. The space will be reimagined, transforming from a former grocery store and wine emporium with coffee bar, to a world-class cultural institution, with a flexible 4,000 square foot gallery and Museum Store space. The Museum will be sharing the building with a new culinary concept from the adjacent Michelin-star PRESS Restaurant.

The project will further the Museum's mission of enriching the cultural fabric of our community through exhibitions, collections, educational programs and creative activities that promote knowledge and understanding of art, nature and history. The more visible location will add to the relevance of our organization to its community, visitors and supporters.

Timeline:
Signed Lease January, 2024
Permitting Process, ongoing
Opening targeted for September, 2024

The Museum has taken the following steps in the process
- Signed lease with LRICo and made required deposits
- Secured initial seed funding of $300,000
- Engaged counsel and others to prepare Use Permit applications for filing in the County
- Engaged designers to assist with creating the new space
- developed an initial budget and a funding plan
- lined up a series of world-class exhibitions, starting with Julia Child: A Recipe for Life (subject to fundraising);

The space requires minimal construction, as the floors and walls and systems are sound and suited for our needs. The lack of windows is particularly beneficial. There will be improvements in lighting, security, IT, and other requirements – including construction of moveable walls to define the gallery spaces, most of which is covered by our initial grant of $300k. The attached budget outlines the estimate of capital, operational and program costs, although it is still in development and costs are ever-changing. In addition to the initial permitting and design of the space, the Museum needs funds to create exhibitions, produce programming, market the new museum, add it to all the listings of museums and attractions on various calendars and publications, and bring new staff and volunteers on board. All our projections lead the Museum trustees and Museum staff to believe the project to be self-sustaining as the Museum's revenue from admissions, programs, fundraising events and rentals and store/art sales are expected to exceed costs. We also have the Yountville location where, by moving the main gallery exhibitions to St Helena, we can improve revenues through additional exhibitions and facilitate more profitable rentals and events.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

The MAC is expected to attract tens of thousands of visitors (we are starting with an estimate of approx. 36k the first year) although we expect this to be somewhat seasonal and build over time. We believe that most St Helena residents, students and educators, will have the opportunity to benefit from the nearby availability of this arts and culture resource. Making the arts and culture even more available adds to the quality of life for local residents. And we are committed to enhancing the reputation, beauty and brand value of St Helena for the benefit of local residents and business owners. By drawing culturally sophisticated visitors to St Helena, we believe their spending at local businesses will help increase the City's funding, and make it possible to obtain outside resources like state and federal funding targeting arts and culture destinations.

The MAC will focus solely on major artists and cultural movements, while our Yountville location will continue its focus on medium-sized exhibitions of history, arts and culture, plus regional and local arts and education. The Museum's popular festivals will continue in Yountville, where we have three parking lots.

Describe the community support for your project.*

Napa Valley Museum was founded in 1972 by individuals concerned with preserving Vintage Hall in St. Helena. This dedicated group of citizens realized that Napa was one of the few counties in the state lacking a museum focused on its regional heritage, and so a museum was created which would celebrate Napa Valley's history, environment and culture. In 1998, the Museum moved from St. Helena to Yountville to land leased from the State of California, where the community raised millions of dollars to build, operate and maintain the museum. The museum's history cases, and the 15,000 items in the museum's permanent collection, continue to preserve and protect our vital cultural, historical and geological heritage. This project represents an opportunity to bring the Museum home to St Helena, where it was founded.

But the community has long urged us to do three things:
1. make the museum as self-sustaining as possible, given all the competing demands for funding
2. find a location for the museum more likely to promote its accessibility, relevance and sustainability
3. continue to make gallery space in Yountville available for exhibitions, events, local artists and groups, including promoting exhibitions of interest to Veterans.

As this project is intended to help accomplish all three goals, we expect continued community support, and have already received a substantial donation from the Disney-Miller family to kick-start the project. And we were grateful that LRICo, the real estate investment arm of the late Leslie Rudd, has chosen us among other potential renters, in order to facilitate creation of this community asset.

As a St Helena resident of 22+ years, as well as a founder of NapaShakes – a St Helena nonprofit which frequently partners with the Cameo Cinema – I also owned a retail business (Murray n' Gibbs/Pennaluna) for several years on Adams, then Main Street. I've developed longstanding relationships with the St Helena business and residential community and am committed to the idea of promoting our City as an arts and cultural resource and destination unparalleled in the region. Managing St Helena operations will be Maria Rodriguez, Deputy Director of our Yountville museum, who managed Jan de Luz retail store for over 20 years on Main Street and has worked for several of the local businesses. We have solicited feedback from many of the City's residents, leaders and business owners and have heard nothing but unqualified support and excitement at the possibilities for St Helena that we can create together.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

1. 2023-24 Napa County Arts & Culture grant of $27,500 unrelated to this project - for the "Warrior Dogs" exhibition in Yountville*
2. 2023-24 Town of Yountville marketing grant of $10,000 unrelated to this project - for marketing Yountville as a cultural destination
Note: County funding max is $27,500 but the museum must choose to apply for either its Yountville or St Helena location - not both. We are applying for St Helena in the 2024-25 funding cycle

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

The Napa Valley Museum has a longstanding commitment to equity and diversity, and in recent years presented major exhibitions dedicated to the Braceros farmworker program (with the Smithsonian), oversized paintings celebrating migrant workers, a major academic conference, textbook and exhibition on leading female surrealists and the movement to "write women back into the history of art, an exhibition of Lucy Liu's paintings and sculptures reflecting the Asian-American experience, a survey of the greatest female photographers of the 20th/21st centuries, and many more. Our hiring reflects this; currently more than half of our staff and contractors reflect diverse ethnicity.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

Initial Development Budget for THE MAC.xlsx

Attachment 2: Proof of Nonprofit Status*

IRS Determination Lettter.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Napa Valley Museum 2022-23 Actuals 23-24 Budget.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

County Grant Funding Received .xlsx

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

DRAFT Year One Budget for THE MAC, estimated a/o 2 15 24 - incomplete and expected to increase

please note: this budget is incomplete as costs are still under development. The iniital $300k foundation grant is expected to cover capital costs

Physical		
Logo, Façade, Sculpture designer	$5,000.00	
Exterior Building Signs and Elements	$25,000.00	
computers	$4,000.00	
Point of Sale terminals	$2,000.00	
printers	$500.00	
security system server and cameras	$15,000.00	
HVAC upgrades	$10,000.00	
Lighting	$15,000.00	
Walls (moveable)	$25,000.00	
Construction/Repairs	$20,000.00	
Internior Signage	$5,000.00	
Gift shop fixtures	$5,000.00	
inventory control	$5,000.00	
Breakroom furniture	$500.00	
Still under development/costs TBD		
HVAC add humidity control		
Bathroom remodel		
Services & Other		
Legal and permits	$30,000.00	
Traffic study	$5,000.00	
Permitting Costs Planning	$20,000.00	
IT setup	2,000	
Marketing & Listings for new location	30,000	
Onetime deposits	85,000	
		$309,000.00
Initial Exhibition Expense		
Julia Child: A Recipe for Life	$450,000.00	
Local Marketing Exhibition	$30,000	
Additional exhibit-specific build/banners	$20,000	
		$500,000.00
Additional Program Expenses TBD		
First year Rent/staff/utilities/maintenance		$350,000.00
		$1,159,000.00

First year Estimated Revenues

Admissions	$364,000.00	assumes $10 pp, open 7 days week/52wks, 100 people per day - will likely be higher attendance/cost
Events and Rentals	$100,000.00	private fundraising events, public events and lectures
Store/art sales	$120,000.00	net
Sponsorships	$150,000.00	corporate
Grants	$50,000.00	assumes using a County grant and a $10k St Helena Grant
Fundraising	$350,000.00	individual and foundation
Programs	$25,000.00	classes, lectures
	$1,159,000.00	

Draft as of 2/15/24

Government Grant funding received last 12 months

Napa County Arts & Culture	$27,500
Town of Yountville	$10,000

as of 2/15/24

ATTACHMENT 8

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #51

Date Submitted: 2/23/2024

Organization Name*

Nimbus Arts

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Kerri Beeker (Development)/Jamie Graff (Executive Director)

Contact Person Phone Number*

202-438-3389

Contact Person Email Address*

kerri@nimbusarts.org

Organization Phone Number*

707-963-5278

Organization Mailing Address*

649 Main Streeet, St Helena, CA 94574

Organization Physical Address*

649 Main Street, St. Helena, CA 94574

Federal Tax ID Number and Status*

27-1503762

How Long Has Organization Served Community (Years & Months)*

19 years

Project Name*

Nimbus Arts: Art All Year for St. Helena

Requested Grant Amount*

20000

Do You Have Matching Funds?*

Yes

Please List Any Matching Funds and Sources

20,000, detail on project budget attached

Total Project Cost*

40000

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

"For 19 years, Nimbus Arts has served as an important and accessible resource for art education and activities for St. Helena residents and visitors. We continue to grow and embolden this pillar of our mission by delivering community art activities and programs at our studios, festivals, fairs, and local events every year. For years, Nimbus Arts has been fully responsive to requests for free and low-cost community art activities from the City of St. Helena and its various departments. This collaboration has resulted in dozens of high-quality art programs for many city-produced and supported events.

Nimbus Arts is a valued art center and valuable community resource. Through our classes, camps, and workshops, Nimbus Arts, activates and educates people of all ages, backgrounds, and ability levels. We support and enable creativity and self-expression, making art accessible and available to all through free community art programs and scholarships and financial aid for fee-based programs. Our art programming encompasses a wide variety of styles and media, from painting and drawing to pottery and ceramics, glass and metal arts, and more. Nimbus Arts also provides income to working artists through wages as instructors and from commissions through the sale of artwork, enabling experienced and talented artists to both live and work in our community. Together, Nimbus Arts serves to connect, enliven, and elevate St. Helena- a vision shared with the city.

Increasingly, Nimbus Arts community programs have complemented and supported City of St. Helena goals and objectives of enhancing economic vitality, diversity, conservation, health and wellness, and quality of life. Our goal for this upcoming program cycle is to increase the number of community-serving art programs and strengthen the connection between community members and city staff and leadership through coordinated programming. We believe our art programs collectively elevate quality of life of our community. Increased engagement between Nimbus Arts and city employees envisioned in our proposed plan will also support another of the city's goals; it will increase morale and camaraderie among city staff, leading to improved recruitment and increased retention.

Nimbus Arts proposes to:

Produce six (6) FREE art engagement and education activities to support city events, initiatives, and objectives.

1.) St. Helena Arts in April: Nimbus will open and activate our studios one Saturday during April 2025 to provide free art activities to locals and visitors alike.
2.) St. Helena Music in the Park Summer Concert Series: in conjunction with the city, Nimbus Arts will identify one concert within the series and deploy the Nim+BUS to provide a free, family-friendly artmaking activity. A goal will be to identify the concert with the highest forecasted participation of residents and their families and tie the art activity into an important theme or message of the city.
3.) St. Helena Harvest Festival:
Following a format similar to previous Nimbus Arts public art installations, Nimbus will design and produce 100+ themed art kits consisting of a blank cut out forms, paints, brushes, and other art elements for distribution to local families and community members of all ages at the Harvest Festival. Each blank cut out form will be customized by community members at the festival or taken home to complete. Completed artworks will be collected and assembled into a community art exhibit to be installed at St. Helena's City Hall location TBD and will remain on display through our annual Día de los Muertos community celebration, held at the City Hall/Upper Valley Campus location in late October 2024.
4.) St. Helena Día de los Muertos Community Celebration:
For more than a decade, Nimbus Arts has partnered with the UpValley Family Centers to produce a community celebration of art, music, food, dance and culture of our Mexican-American community. Thousands of residents and visitors of all ages and backgrounds have enjoyed this day-long event since its inaugural year in 2009.

An important part of the program is a school-based cross-curriculum art and culture program that combines group artmaking with cultural and/or science-based studies to create a traditional and themed Día de los Muertos altar.

For 2024, Nimbus Arts proposes to extend this group artmaking and communication program to the City of St. Helena. City staff will be joined by Nimbus artists over a lunch period to design and fabricate individual artwork that will be combined and assembled to create a large-scale altar installation. The altar will seek to communicate city goals and objectives and will be featured within the event artmaking space during the Día de los Muertos event, encouraging participation by city staff and engagement with the community. The city will gain and important team building, external communication, and community engagement activity through this program element.

5.) Teen Tuesday
Developed for middle and high school age students (12-18), Teen Tuesday is a FREE open studio artmaking and engagement program. Run each Tuesday while school is in session, the evenings feature art activities led by Nimbus artist-instructors, open access for self-directed artmaking, and social engagement opportunities. Healthy snacks are provided, and the program serves as a safe and creative gathering place for this cohort. Dozens of local teens participate in the program, building interpersonal connections with their peers while stimulating and expressing creativity.

6.) St. Helena Holiday Event:
Nimbus Arts will activate its mobile art studio, Nim+BUS, to support a seasonal artmaking activity at the festival. The program will provide all materials and resources necessary for up to 150 participants to design and create a holiday season-themed decorative item, assisted, and guided by Nimbus teaching artists. The format and media will be selected to reflect them theme selected and directed by the St. Recreation Department and will support a public art display if desired by the city."

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

"Nimbus Arts has a long record of successfully producing community art programs and has done so with the City of St. Helena for many years. We are confident of our ability to develop, produce, manage, and complete all programs detailed in this grant application. Most programs proposed support city or county events and specific dates will be determined by the agency producing the event.

Timeline & Goals:
1.) Arts in April: Saturday in April selected in coordination with the city and event organizer, the proposed free community art program and open studio will be designed to host 100 patrons at Nimbus Arts studio.
2.) St. Helena Music in the Park Concert Series: A summer 2024 date selected by the city, the proposed free community art program will provide an artmaking activity for up to 100 patrons.
3.) St. Helena Harvest Festival: Fall 2024 date selected by the city, the proposed free community art program will be designed to host up to 150 patrons.
4.) Dia de los Muertos Community Celebration: Saturday, November 2, 2024 serving 500 community members; the in-school cross curriculum program will serve approximately 60 middle and high school students, the city staff lunchtime free artmaking program will serve up to 50 patrons, and free community artmaking activities at the Día de los Muertos event will be designed for up to 150 patrons.
5.) Teen Tuesday: Every Tuesday evening while St. Helena Public Schools are in session; free artmaking and open studio Teen Tuesday sessions typically host 20 teens each week.
6.) St. Helena Holiday Event: Mid-December 2025 date selected by the city; the proposed free community art program will be designed to host 150 patrons."

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

"Our proposal, if fully funded and activated, is forecast to directly activate and engage more than 1,300 people of all ages, backgrounds, and artistic abilities. Indirectly, the programs will touch thousands more through public display of completed art projects.

1.) Our participation target for the 2024 Día de los Muertos annual celebration is 500+.
2.) Our participation target for the weekly free Teen Tuesday open studio gatherings is 20 per week for the 30-week duration in 2024-25. The program is designed to benefit teens and young adults, aged 12-19.
3.) St. Helena Harvest Festival 2024: 100 art kits will be produced and distributed. In many cases, completion of the artwork is a family or small group activity. We expect this program to directly touch 200 or more community members of all ages.
4.) St. Helena Holiday Event 2025: 150 community members, typically young people, and families, are forecast to participate."

Describe the community support for your project.*

"Nimbus Arts is a community directed and supported nonprofit organization dedicated to providing art activities and education to people of all ages and backgrounds across Napa County. Our mission is also to enable artists to live and work in our community. For nearly two decades, Nimbus Arts has been sustained and advanced through the support of individuals and businesses across the communities we serve.

Collaboration and support among other local organizations is diverse and robust. As the primary provider of art programs and activities for nearly two decades, Nimbus Arts is firmly established as a collaborator and partner with local organizations including the St. Helena Unified School District, Preschool for All, St. Helena Montessori School, UpValley Family Center, the Boys and Girls Club, the St. Helena Chamber of Commerce, St. Helena Hospital/Adventist Health, Mentis, St. Helena Parks and Recreation Department, and more. The community art programs detailed in this request will engage these community organizations in various ways to promote program awareness and participation."

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

"• 2022/23 Napa County Arts and Culture Advisory Committee - $20,000
• 2023/24 Napa County Arts and Culture Advisory Committee- $30,000
• PG&E - $5,000 PGE (Public Utility)

The proposed community art programs will be produced within the city of St. Helena and its residents will be the primary audience served. Teen Tuesday is coordinated with the St. Helena Public School schedule and its patronage is almost entirely comprised of district students. Nimbus Arts staff and artists reside locally, with roughly half living in St. Helena."

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

"We have developed and activated policies supporting a Statement of Purpose and Racial Equity and Inclusion Statement. These Policies were adopted by the Nimbus Arts Board, February 4, 2021, renewed, and later augmented with the addition of a Racial Equity & Inclusion Committee, and have been in force with our organization from that date.

In 2023, Nimbus Arts formed a Diversity, Equity, and Inclusion (DEI) committee comprised of board and staff members. The committee meets quarterly to assess and review compliance with the organization's standards, develop DEI programs and initiatives, and track progress toward DEI goals.

A clear example of our commitment to diversity, equity and inclusion is the Día de los Muertos Community Celebration we have produced for the past decade. Included in this proposal for City of St. Helena grant funding, it is the largest multi-cultural event held in Upper Napa Valley."

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

8484.pdf

Attachment 2: Proof of Nonprofit Status*

8484.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

nimbus_arts_current_years_operation_budget_prior_year.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

nimbus_arts_last_12.pdf

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

Nimbus Arts: *Art All Year for St. Helena*
St. Helena Free Community Art Projects 2024-2025 Project Budget

FUNDING: City of St. Helena Grant: $20,000 (50%). Nimbus Arts Matching Funds: $20,000 (50%)			
Grant			Amount
City of St Helena Grant Request			**$ 20,000**
Match			
Nimbus Arts Project Fundraising	15% match		$ 3,000
Nimbus Arts Leadership Circle Donors- designated	35% match		$ 7,000
National/State-level Corporate Grant(s)	30% match		$ 6,000
Local-level grant(s)	20% match		$ 4,000
TOTAL Matching Funds			$ 20,000
TOTAL PROJECT FUNDING			**$40,000.00**
PROGRAM DETAIL			
St Helena Arts in April 2025: 100 Patrons	*Artists/Staff Labor*	$	1,764.71
	Materials & Supplies	$	882.35
	Equipment	$	294.12
	TOTAL	**$**	**2,941.18**
	City of St. Helena Grant Funds	*$*	*(1,470.59)*
	Nimbus Arts Matching Funds	*$*	*(1,470.59)*
St Helena Music in the Park Summer Concert Series 2024: 100 patrons	*Artists/Staff Labor*	$	1,764.71
	Materials & Supplies	$	882.35
	Equipment	$	294.12
	TOTAL	**$**	**2,941.18**
	City of St. Helena Grant Funds	*$*	*(1,470.59)*
	Nimbus Arts Matching Funds	*$*	*(1,470.59)*
St Helena Harvest Festival 2024: 150 patrons	*Artists/Staff Labor*	$	2,647.06
	Materials & Supplies	$	1,323.53
	Equipment	$	441.18
	TOTAL	**$**	**4,411.76**
	City of St. Helena Grant Funds	*$*	*(2,205.88)*
	Nimbus Arts Matching Funds	*$*	*(2,205.88)*
St Helena Dia de los Muertos Community Celebration 2024: 260 patrons	*Artists/Staff Labor*	$	4,588.24
	Materials & Supplies	$	2,294.12
	Equipment	$	764.71
	TOTAL	**$**	**7,647.06**
	City of St. Helena Grant Funds	*$*	*(3,823.53)*
	Nimbus Arts Matching Funds	*$*	*(3,823.53)*
Teen Tuesday: 600 patrons	*Artists/Staff Labor*	$	10,588.24
	Materials & Supplies	$	5,294.12
	Equipment	$	1,764.71
	TOTAL	**$**	**17,647.06**
	City of St. Helena Grant Funds	*$*	*(8,823.53)*
	Nimbus Arts Matching Funds	*$*	*(8,823.53)*
St Helena Holiday Event 2024: 150 patrons	*Artists/Staff Labor*	$	2,647.06
	Materials & Supplies	$	1,323.53
	Equipment	$	441.18
	TOTAL	**$**	**4,411.76**
	City of St. Helena Grant Funds	*$*	*(2,205.88)*
	Nimbus Arts Matching Funds	*$*	*(2,205.88)*
Community Project TOTAL: 1,360 patrons		**$**	**40,000.00**

Board of Directors

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Secretary

Rick Garber
Treasurer

Dana Johnson
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Greg Pitts

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Claire Stull

Maria Torres

Leadership Circle

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The Chappellet Family
Doug Cutting & Anne Cottrell
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Trevor & Kelly Foster
Stephanie & Jim Gamble
Sonya & Rick Garber
Dana Johnson
Elaine & Rick Jones
Annie Mohler & Bill Moseley
Matt & Amy Rogers
Rogers Family Foundation
Annette & Doug Shafer
Laurie Maurer Shelton & Family
Silver Oak & Twomey Cellars
Claire & Steven Stull
Anthony R. Torres
Bob & Maria Torres

Nimbus Arts
Grant Funding Received in the last 12 months

Government

City of St. Helena
Napa County Arts and Culture Advisory

Foundation

Five Arts Fund
Freed Family Fund
Dragon Fly Fund
Damian Maldonado Memorial Fund
Five Arts Fund
Freed Family Fund
Thacher Family Fund
PG&E
San Francisco Foundation

nimbus·arts
649 Main Street, St. Helena, CA 94574 | 707.963.5278
nimbusarts.org | info@nimbusarts.org

ATTACHMENT 9

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #21

Date Submitted: 2/16/2024

Organization Name*

Rianda House Senior Activity Center

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Ben Hill

Contact Person Phone Number*

707-337-8948

Contact Person Email Address*

ben@riandahouse.org

Organization Phone Number*

707-963-8555

Organization Mailing Address*

1475 Main St., St. Helena, CA 94574

Organization Physical Address*

1475 Main St., St. Helena, CA 94574

Federal Tax ID Number and Status*

20-2411077

How Long Has Organization Served Community (Years & Months)*

16 years, 0 months

Project Name*

Visit Me Today

Requested Grant Amount*

$20,000

Do You Have Matching Funds?*

No

Please List Any Matching Funds and Sources

Total Project Cost*

$29,000

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

Rianda House, a senior activity center located in downtown St. Helena, is requesting grant support for Visit Me Today, a volunteer visitation program for elders in our community. This work aligns with the City of St. Helena's goals four and five: to provide opportunities for engagement and to enhance quality of life. Visit Me Today aligns with the city's mission to support family initiatives and services, and its funding philosophy, as well, in that we are concurrently seeking additional funding for Visit Me Today through individual donations and other grant proposals. We are very grateful for the City's 2023 grant of $7,500, which helped us get the Visit Me Today program up and running, as well as for prior years' support.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

Visit Me Today is a volunteer visitation program for elderly seniors designed to reduce loneliness and isolation. The program began in Summer 2023 and was founded by Ben Hill, our director of development. The program serves St. Helena and other Upvalley towns.

Last year, the Surgeon General declared loneliness and isolation public health crises. Sadly, these are common issues among older adults who have lost family and friends, and who may have a chronic illness, hearing loss or disability. Ben was inspired by the needs of his own father, whom he visited in Chicago and was reluctant to leave each time he had to return to California. Ben was eager to add a volunteer visitation program to the roster of services provided by Rianda House, which already includes activities that help older adults remain strong, connected and giving. All of our programs work together to alleviate the depression and other negative health impacts caused by loneliness and isolation. According to the Centers for Disease Control, social isolation was associated with a 50% increased risk of dementia and other serious medical conditions.

Through the Visit Me Today program, volunteers offer a loving presence, lend an empathetic ear and offer a lifeline to elders stuck at home who are cut off from community involvement and the resources they need to thrive. They may use music, play cards, work puzzles, look at family photos or discuss current events or topics of interest. Volunteers are recruited, trained, managed, scheduled, background checked, and given the tools they need to build meaningful relationships. On the initial visit, new volunteers are paired with experienced volunteers so that they can learn firsthand how to best serve clients.

The program's overall goal is to assist clients to stay in their own homes, to reduce loneliness and isolation, and to maintain independence for as long as possible. Such extra care, company and support helps to create better health outcomes and enhance well-being. In St. Helena, we are currently serving residents of Rose Haven, an assisted living facility on Sanitarium Road (20 residents served) and Silverado Orchards, a retirement community on Pope Street (25 residents served). We currently have 12 volunteers and plan to expand that number to 25 in the coming year. We are now doing one visit per month to St. Helena residents (45 visits). Grant funding from the City of St. Helena would help to fund the following program expansion objectives:

Expand our services to include Vineyard Valley, a mobile home park on Pope Street, where there are an additional 25 residents
Increase the frequency of visits from monthly to weekly
Build the leadership of Visit Me Today to include staffing to assist the director of development
Improve publicity for the program

Timeline for 2024:
January through December: Recruit and train volunteers; conduct volunteer visits (ongoing) issue quarterly reports in April, August and December.

Timeline for 2025:
January through June: Recruit and train volunteers; conduct volunteer visits (ongoing); issue quarterly reports in April.

We plan to meet these goals by June 30, 2025 by recruiting more volunteers, expanding publicity for the program and serving an additional 25 clients at Vineyard Valley.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

The Visit Me Today program will benefit residents of St. Helena who cannot attend programs and activities held at our Main Street St. Helena location and who are missing out on our offerings due to being frail, housebound, or lacking suitable transportation options. In 2024, we expect to serve 70 residents of St. Helena with one volunteer visit per month through the program.

Describe the community support for your project.*

Community support for Rianda House comes from grant funders, community partnerships, the Rally for Rianda annual fundraiser, individual donations and, for Visit Me Today, support from local foundations and organizations that contribute intellectual capital and meeting rooms for volunteer recruitment and training.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

In the past two years, Rianda House received government funding from the City of St. Helena ($37,500 in 2023). Funding from the City of St. Helena will benefit St. Helena residents by providing opportunities for vulnerable, homebound elderly citizens to build meaningful, supportive relationships with our program volunteers. This benefit aligns with our organization's overall mission to increase life expectations by providing programs and activities that help older adults remain strong in mind, body, and spirit; connected in meaningful relationships; and giving from the abundance of their lives.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

Rianda House has a board-approved equity statement to which we adhere in all sectors of our operations. We are committed to creating an environment that is diverse, inclusive, and equitable where all staff, participants, partners, vendors, and board members are treated with respect and dignity and find a place to belong. We will not tolerate discrimination, biases, harassment, or bullying of any kind, regardless of race, socio-economic status, age, disability, religion, sexual orientation, nationality, gender, or marital status, we are an organization that celebrates the richness of our community. We agree to be guided by these principles and pledge that they will be reflected in our vision, mission, strategic planning, programming, hiring, governance, and board composition. Our commitment to diversity, equity, inclusion, and belonging extends to our staff, our participants, and the programs we develop and support.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

City of SH Prog Budget, 1-24.pdf

Attachment 2: Proof of Nonprofit Status*

RH IRS 501c3 Tax Exempt Ltr.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Rianda House Budget 2024 - Short Form.docx-combined.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

2023 Funding.pdf

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

VISIT ME TODAY PROGRAM BUDGET 2024

EXPENSE		
Staff Time – Director of Development	9 hours per week @$60/hr. X 50 weeks	$27,000
Mileage	45 miles per week @ 67 cents per mile x 50 weeks	$1,500
Volunteer Appreciation	Gift certificates: 50 x $10/each	$500
TOTAL		$29,000

GRANT FUNDING RECEIVED IN LAST YEAR

Napa Valley Vintners, $85,000
City of St. Helena $37,500
Gasser Foundation $20,000
Grace Episcopal Church $5,000
St. Helena Hospital Fdn $5,000
TOTAL: $152,500

ATTACHMENT 10

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #50

Date Submitted: 2/23/2024

Organization Name*

Saint Helena Community Band

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Kent Gaisford/Board President + Fund Raiser

Contact Person Phone Number*

650-703-7187

Contact Person Email Address*

kentgaisford@gmail.com

Organization Phone Number*

707-963-3391

Organization Mailing Address*

PO Box 261 / St Helena / 94574

Organization Physical Address*

PO Box 261 / St Helena / 94574

Federal Tax ID Number and Status*

26-2522806

How Long Has Organization Served Community (Years & Months)*

16 yr 6 mo

Project Name*

St Helena Community Band - Performances

Requested Grant Amount*

10000

Do You Have Matching Funds?*

No

Please List Any Matching Funds and Sources

Total Project Cost*

10000

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

"The Saint Helena Community Band is an all-volunteer group of local musicians, promoting music appreciation, the arts, and music education throughout the community.
The band performs its concerts throughout the year, both indoors and outdoors, for FREE."

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

"The Saint Helena Community Band is continuing a (100-year old) Napa Valley tradition revived by Francis Ford Coppola in 2007. We enjoy sharing our talents throughout the Napa Valley. The band performs several concerts throughout the year; both indoors and outdoors. We bring the gift of music directly to the St. Helena Community.

The Band's concert schedule runs from mid-September to July each year; divided into two seasons (Fall/Winter and Spring/Summer) We normally perform on average four to five concerts each season, for a total of 8-10 concerts each year."

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

"The Saint Helena Community Band performs throughout the Napa Valley. Each concert brings in an audience of between 100-300 attendees.

Past (and ongoing) performances include:
- UpValley Family Centers: Dia de los Muertos Celebration
- Yountville Seventh-Day Adventist Church
- California Veterans Home in Yountville
- Inglenook Annual Holiday Open House
- Coppola Winery - Geyserville
- The Meadows in Napa Retirement Community
- Silverado Orchards Retirement Community
- Vineyard Valley Retirement Community
- White Barn
- St Helena Chamber “Concerts in the Park” series
- St Helena Annual July 4th Celebrations in Lyman Park
- Our Lady of Perpetual Help Catholic Church, Calistoga
- Calistoga July 4th Celebrations in Pioneer Park

Additionally, a smaller, select group of band members perform Dixieland at the following:
- Clif Family Sip & Support
- Rianda House Fund Raisers
- St Helena Harvest Festival
- St Helena Christmas in Lyman
- Napa Porchfest
- Auction Napa Valley
- Festa Italiana"

Describe the community support for your project.*

"Currently, the band is completely reliant on band members to fund raise. Originally, Francis Ford Coppola was our benefactor, with a 10-year funding plan in place. However, that expired as of December 2017. In the past, the Band has performed for the Dia De Las Muertas celebration in St. Helena, sponsored by Family Services. This past holiday season a small group of band members performed for the City’s Christmas in Lyman Park celebration.

A subgroup of the Community Band formed a Dixieland band, which also performs at various venues (Festa Italiana, Harvest Festival). In the past, the Clif Family donated a percentage of their day’s proceeds when the Dixieland Band played for their annual Sip & Support program. However, that has not re-occurred for the past few years."

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

"N/A. [St Helena City Grant (Government) = $10,000]

St Helena residents are treated to FREE concerts, of which the July 4th Lyman Park Concert has become a community tradition."

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

"We welcome all musicians! Band membership is by open invitation. We encourage anyone 18 and older to join. Membership prerequisites are: good music reading/sight reading skills, and playing abilities equivalent to current Band members. Interested musicians are invited to come to a rehearsal, introduce themselves, play with their instrument section, and let the section leader know of their interest in playing regularly with the Band. Musicians provide their own instruments except percussionists who use equipment purchased with donations to the Band.
We currently have 3 local high school students in the band."

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

8482.pdf

Attachment 2: Proof of Nonprofit Status*

8482.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

03_pl.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

04_st._helena_grant_agreement_-_st._helena_community_band_-.pdf

Saint Helena Community Band
Project Budget July 2024 – February 2025

Category	
Conductor	$4,500.00
Equpment	1,600
Music	1,300
Licensing & Business Exp	1,100
Event expenses	900
Guest Players	600
Total	**$10,000.00**

ATTACHMENT 11

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #41

Date Submitted: 2/22/2024

Organization Name*

Saint Helena Hospital Foundation

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Noemi Mauricio / Supervisor, RN

Contact Person Phone Number*

707-967-7514

Contact Person Email Address*

mauricna@ah.org

Organization Phone Number*

707-963-6208

Organization Mailing Address*

10 Woodland Road Saint Helena CA 94574

Organization Physical Address*

10 Woodland Road Saint Helena CA 94574

Federal Tax ID Number and Status*

Non-Profit IRS tax-id# 20-1384250

How Long Has Organization Served Community (Years & Months)*

20 years

Project Name*

Women's Mobile Health Healthcare Initiative

Requested Grant Amount*

$20,000

Do You Have Matching Funds?*

$20,000

Please List Any Matching Funds and Sources

Private funding through The Saint Helena Hospital Foundation

Total Project Cost*

$40,000

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

The Women's Mobile Health Healthcare Initiative spearheaded by the St. Helena Hospital Foundation intricately aligns with the City of St Helena's overarching goals, mission, vision, and funding philosophy in several significant ways.

Improving Access to Healthcare: The City of St. Helena has a mission or goal centered around enhancing the well-being of its residents. By bringing healthcare services directly to underserved women through a mobile platform, the initiative addresses accessibility barriers, ensuring that all individuals, regardless of their socio-economic status or geographical location, have access to vital healthcare services. This is the primary goal of the St. Helena Hospital Foundation's Mobile Health and aligns/ resonates with the City's vision of fostering a healthy and thriving community.

Promoting Equity and Inclusivity: Many cities prioritize equity and inclusivity in their mission and goals. The St. Helena Hospital Foundation's Mobile Health team actively works towards reducing disparities in healthcare access by reaching underserved populations who may face barriers to traditional healthcare services. By targeting areas with limited access to healthcare facilities, the initiative promotes inclusivity and ensures that healthcare services are available to all women.

Community Engagement and Collaboration: Cities often emphasize the importance of community engagement and collaboration in achieving their goals. Mobile Health engages local communities by actively involving them in the planning and implementation. By collaborating with community leaders, organizations, and local service providers, Mobile Health fosters a sense of ownership and empowerment within the community, aligning with the City's philosophy of collaborative problem-solving and community-driven initiatives.

Innovation and Sustainability: Many cities prioritize innovation and sustainability as part of their vision for the future. Mobile Health embodies these principles by leveraging innovative technologies and approaches to deliver healthcare services efficiently and sustainably. The mobile van is equipped with state-of-the-art medical equipment and telehealth capabilities; the initiative demonstrates a commitment to embracing new solutions to address healthcare challenges while also ensuring the sustainability of healthcare delivery in the long run.

Strategic Allocation of Resources: Cities often have a funding philosophy that emphasizes allocating resources to initiatives that yield maximum impact. The Mobile Health Initiative represents a sound investment of resources, as it targets preventive care and early intervention, ultimately reducing the overall burden on the healthcare system. Focusing on proactive healthcare measures aligns with the City's funding philosophy of prioritizing initiatives that promote long-term health outcomes and cost-effectiveness.

In summary, the Women's Mobile Health Care Initiative advanced by St. Helena Hospital Foundation aligns closely with the City's goals, mission, vision, and funding philosophy by addressing healthcare accessibility, promoting equity and inclusivity, fostering community engagement and collaboration, embracing innovation and sustainability, and strategically allocating resources for maximum impact. By partnering with the City of St Helena to support this initiative, both parties can work together towards building healthier, more resilient communities.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

The Women's Mobile Health Healthcare Initiative aims to provide specific downstream interventions to provide comprehensive preventive care by eliminating barriers to access healthcare such as time, cost, transportation, language, and technology. The initiative will bridge fundamental women's health services and focus on cancer prevention and screening, disease-specific screening and education, and addressing reproductive health issues. The team will go directly to the patients at community health fair events, farmers market, schools, low-income neighborhoods, and senior living communities.

Cancer Prevention and Screening:

Breast Cancer Prevention/Screening:

Objective: Increase awareness and facilitate early detection of breast cancer.

Activities:

Conduct educational sessions on self-breast awareness.

Provide referrals for screening mammograms for women aged 40 and above.

Facilitate prepopulated mammogram order forms signed by Dr. Westgate for referrals.

Utilize Every Women Counts/Grant funding for screening mammograms.

Hereditary Cancer Risk Assessment:

Objective: Identify individuals with an increased risk of hereditary cancers and provide appropriate counseling and testing.

Activities:

Implement an electronic survey to collect personal and family history data.

Enroll eligible participants in the AHEAD program.

Offer genetic counseling and germline testing through the AHEAD program.

Cervical Cancer Prevention:

Objective: Enhance awareness and promote preventive measures against cervical cancer.

Activities:

Conduct educational sessions and distribute handouts on cervical cancer screening.

Administer Gardasil vaccine series at multiple sites.

Provide education on pelvic exams and Pap smears based on age recommendations.

Colon Cancer Prevention/Screening:

Objective: Educate on colon cancer prevention and screening.

Activities:

Conduct educational sessions on signs, symptoms, and risk factors of colon cancer.

Distribute handouts on colon cancer screening modalities.

Disease-Specific Screening and Education:

Education about Birth Control:

Objective: Provide information on contraception options.

Activities:

Distribute informative handouts and flyers.

Education about STDs:

Objective: Raise awareness and promote testing for sexually transmitted diseases.

Activities:

Conduct HIV screenings based on USPSTF recommendations.

Utilize sexual history and risk factors to identify individuals at increased risk of STIs.

Pregnancy:

Objective: Promote healthy pregnancies and postpartum well-being.

Activities:

Emphasize the importance of prenatal vitamins, especially folic acid.

Educate on gestational hypertension and conduct BP checks during antenatal care.

Provide screening and education for antenatal and postpartum depression.

Screening for Interpersonal and Domestic Violence:

Objective: Identify and intervene in cases of interpersonal and domestic violence.

Activities:

Screen women annually for violence using recommended tools.

Provide or refer for initial intervention services.

HTN Screening and Education:

Objective: Screen for hypertension and provide education.

Activities:

Conduct regular BP checks.

Distribute educational handouts.

Diabetes Screening and Education:

Objective: Screen for diabetes and provide educational resources.

Activities:

Perform Hemoglobin A1C tests.

Offer diabetes education and distribute informative handouts.

Hypercholesterolemia:

Objective: Screen for high cholesterol and provide education.

Activities:

Conduct lipid panels.

Distribute educational handouts.

Osteoporosis Prevention:

Objective: Screen for osteoporosis and promote preventive measures.

Activities:

Implement bone measurement testing for at-risk postmenopausal women.

Provide education on Vitamin D and calcium supplementation.
Screening for Urinary Incontinence.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

Describe who will benefit from this Project and estimate how many people your proposal may impact.
The Women's Mobile Health Healthcare Initiative aims to benefit women of all ages and backgrounds by addressing various aspects of their well-being, including reproductive health, mental health, and overall healthcare with the focus of preventive medicine, education, and conducting referrals for further evaluation.
The impact of such a project can be widespread, benefiting not only the direct recipients of the services but also their families and communities. This, in turn, can positively affect the health and well-being of families, as women's health is closely linked to the health of their children.
Estimating the number of people impacted would depend on the scale and scope of the initiative. Our targeted demographic group are women in St. Helena, CA. With this grant, we estimate the ability to implement and target an approximation of 250 women per year. However, this initiative could launch a larger program and impact hundreds to a national or global level that could potentially impact millions of women with piloting programs as such that can be implemented elsewhere.

Describe the community support for your project.*

The women's mobile health healthcare initiative is a project that aims to deliver accessible and comprehensive services to empower and improve the well-being of women in the St. Helena community. The Mobile Health program is proud to have garnered support from organizations such as Puertas Abiertas, Up Valley, and Public Health. Their endorsements reflect a collective commitment to our shared mission, strengthening our impact, and fostering collaboration within the community. By combining our resources, shared expertise, and combined strengths it will ensure a synergetic alliance. Through community involvement, Mobile health has been fortunate to have local volunteers such as retired doctors, nurses, and nursing students. Through the collaborative efforts, we strive to address healthcare inequities and ensure accessible, quality services for all women in the community. The partnership among healthcare professionals, community leaders, and local organizations is essential for the successful implementation and fruition of the women's healthcare initiative.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

In the past two years, our organization has been fortunate to receive funding from Napa County, demonstrating our commitment to addressing critical health issues in our community.
Napa County Public Health Funding:

Level of Funding: $270,000
Purpose: The funding from Napa County Public Health was instrumental in supporting our vaccination initiatives throughout the county. This effort focused on reaching the most vulnerable community members to eliminate health disparities related to vaccine access. By partnering with local healthcare providers and community organizations, we successfully administered vaccines, contributing to the overall health and safety of Napa County residents.
MSA Grant Funding:

Level of Funding: $290,000
Purpose: The MSA grant funds were directed towards our ongoing battle against food insecurity and the provision of well-being services for seniors. This initiative aimed to address the nutritional needs to families throughout the county. The team services a total of 370 families and 1,260 household members a month. In addition, the team supports the health needs of seniors in our community, ensuring they have access to nutritious meals and support services. The funding allowed us to implement programs that enhance the overall well-being and quality of life for seniors in Napa County.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

The St. Helena Hospital Foundation Mobile Health places a strong emphasis on incorporating the principles of diversity, equity, and inclusion (DEI) into its operations and outreach strategies. Our approach to DEI encompasses several key components:
Accessible Healthcare Services: We recognize that equitable access to healthcare is fundamental to promoting diversity and inclusion within our community. As such, our mobile clinics are strategically deployed to reach underserved populations, including low-income neighborhoods, rural areas, and communities with limited transportation options. By bringing healthcare directly to these communities, we aim to break down barriers to access and ensure that all individuals can receive quality care, regardless of their background or circumstances.
Culturally Competent Care: We understand that cultural competence is essential for providing effective healthcare services to diverse populations. Our staff members undergo training to enhance their understanding of cultural differences, language barriers, and unique healthcare needs within the communities we serve. By fostering a culturally sensitive environment, we strive to create a welcoming and inclusive space where individuals from all backgrounds feel respected, valued, and understood.
Community Engagement and Empowerment: We believe in the power of community engagement to drive positive change and promote equity within our society. Throughout the planning and implementation of our mobile health initiatives, we actively seek input from community members to ensure that our services align with their needs and priorities. We also collaborate with local organizations, leaders, and stakeholders to leverage existing resources and build sustainable partnerships that support the long-term health and well-being of our community.
Addressing Health Disparities: We are committed to addressing health disparities and systemic inequalities that contribute to inequitable health outcomes. Our mobile clinics offer a range of preventive, diagnostic, and treatment services aimed at addressing common health issues prevalent in underserved communities, such as chronic diseases, mental health conditions, and substance abuse disorders. By targeting these disparities head-on, we strive to level the playing field and promote health equity for all residents.
Continuous Improvement and Accountability: We recognize that promoting diversity, equity, and inclusion is an ongoing process that requires continuous self-reflection, learning, and improvement. As such, we regularly evaluate our programs, policies, and practices through a DEI lens to identify areas for enhancement and ensure that we are effectively meeting the needs of our diverse community. We also hold ourselves accountable to our DEI goals by tracking key metrics, soliciting feedback from stakeholders, and transparently communicating our progress toward achieving greater equity in healthcare delivery.
In summary, the St. Helena Hospital Foundation Mobile Health is deeply committed to incorporating the principles of diversity, equity, and inclusion into our organization's mission, operations, and service delivery model. Through accessible healthcare services, culturally competent care, community engagement, and a focus on addressing health disparities, we strive to create a more equitable and inclusive healthcare system that serves the needs of all individuals, regardless of their background or circumstances.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

Womens Mobile Health Healthcare Initiative Budget.pdf

Attachment 2: Proof of Nonprofit Status*

SHHF Tax ID IRS - 501c3.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Mobile Health Budget 2024 and 2023 Actual.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Grant Funding Received in the Last 12 Months.pdf

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

Agency Name:
Saint Helena Hospital Foundation
Program Name:
Women's Mobile Health Healthcare Initiative

Operating Expenses	
Educational Material	9,750
HPV Vaccine	15,000
HPV Self Test	9,000
Medical Supplies (Preventative Health Screenings)	6,250
Total Expenses	**40,000**

[ADVENTISTHEALTH:INTERNAL]

Grant Funding Received in the Last 12 Months

Name: Napa County Health & Human Services

Date: 7/18/2023

Amount: $270,000

Fund Description: COVID-19 Children's Vaccine Clinic

Name: MSA Grant

Date: 8/14/2023

Amount: $290,000

Fund Description: Food Insecurity and Senior Well-Being Program

ATTACHMENT 12

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #37

Date Submitted: 2/22/2024

Organization Name*

St. Helena Beautification Foundation

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Kathleen Whitehurst / Board Chair

Contact Person Phone Number*

707-815-9951

Contact Person Email Address*

kathleenwhitehurst@gmail.com

Organization Phone Number*

n/a

Organization Mailing Address*

PO Box 454, St. Helena, CA 94574

Organization Physical Address*

n/a

Federal Tax ID Number and Status*

94-2506645 (Current status attached)

How Long Has Organization Served Community (Years & Months)*

46 years and 10 moths! St. Helena Beautification Foundation was incorporated June of 1978!

Project Name*

St. Helena Mural Project

Requested Grant Amount*

$10,000

Do You Have Matching Funds?*

Yes

Please List Any Matching Funds and Sources

The St. Helena Chamber of Commerce and Beautification Foundation is contributing $15,000 to this project for St. Helena.

Total Project Cost*

$26,000+

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

St. Helena is many things, it's an exceptional place to live, raise a family, and retire, its rich in history, it is a proud and diverse agricultural community, a global destination, hot spot for cyclists and adventure seekers, and a place oozing with culture, intellect, and art. We have incredible arts programming in St. Helena through organizations like Nimbus Arts, SHHS Drama performing arts, the Paulin Center, and more. In addition, we have 7 amazing Main Street art galleries highlighting world class artists. St Helena is also home to many "open studios" though the Art Association of Napa Valley. But what we do not have (yet) are permanent installations like art murals.

In addition to injecting vibrancy into St. Helena's historic shopping district, we believe that our art mural will help share a story of St. Helena's diversity, resilience, and serve as an iconic representation of our community. We recognize that art galleries may not be inviting to all demographics, and we also recognize that there is often a language barrier in St. Helena. An art mural overcomes those barriers of entry. There is no fee to walk-up to a mural and learn, appreciate, and be curious. Through different icons, colors, and pictures – people of all languages and backgrounds can understand the meaning and depth behind a mural. We believe this is supportive of Councils resolution 2020-105, and helping support inclusive public art in St. Helena.

The mural in itself is aligned with the City's 2024/2025 funding philosophy providing arts, culture, and education to the community. The mural will tell the story of St. Helena's history and celebrate our community. In addition, the mural will have a QR code to learn more about the mural, the artist, and how the project came to be, including those who support the project. We believe this will provide great benefit for years to come to our community. In addition, this mural will be visible to the 2 million cars who drive through St. Helena annually, which we believe will draw in their attention, promote St. Helena's arts and culture, and celebrate St. Helena.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

In partnership with the St. Helena Chamber of Commerce, we have built a volunteer Art Curator Committee comprised of local artists, art gallery representatives, Nimbus Arts, building owners, and residents. This group has worked to conceptualize the mural, secure its location, and has secured an artist through at RFQ (Request for Qualifications) process. After nearly a year, we are now finalizing the concept with the selected artist and will apply for the City's Mural Permit Application in April of 2024. Our committee has been working with City Staff prior to the Mural Application being developed in preparation for St. Helena's first permanent mural.

Pending City approval, the mural is slated to be painted late summer 2024 with the exact window aligning with appropriate weather and enhancements to the mural location at 1424 Main Street.

The time between mural approval and painting will be spent building anticipation and excitement for the upcoming project. In addition, an element of the mural (to be announced following approval) will include a community engagement piece to take place around May 2024. Community engagement is a top goal for this project, as we aim to make the mural a representation of St. Helena. Additional goals for this project can be found here: https://www.sthelenachamber.com/sthelenaartmural

Our committee increased the original budget of the project, in order to secure an artist who is capable of creating a piece that will make a large impact on our community. Therefore, the grant requested is to help the committee cover the cost of painting supplies, aid in costs for educational elements, and plan a community event for the unveiling of the mural in partnership with the City of St. Helena. Pending weather, the event will take place within one month of the project's completion, Summer 2024. Our committee intends to do 3 major art projects in St. Helena over the next 5 years, therefore the post-implementation phase of this project is just as critical as the mural itself. We hope that by knowing this, City Council understands that there is long-term vision in highlighting arts and culture in St. Helena. Beyond murals, we believe our projects can help amplify our arts community and create opportunity to celebrate all arts in St. Helena, visual, literary arts, and performing arts.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

This project will have a positive impact on majority, if not all, of the community of St. Helena, currently estimated to be 5,314. We recognize that there may be critics, or individuals who are not supporters of public art. Although our group has worked hard on the projects concept to develop a mural that will include St. Helena's diverse community. There are plans to engage Rianda House, local non-profits like UpValley Family Centers, local schools, and businesses. In addition, this piece will be photo-worthy and something residents may feel proud to share with their extended families and friends. There are also many residents outside of St. Helena City limits who consider St. Helena their community, and we also believe they will be positively impacted by this project.

In the last year, 2,090,281 cars have traveled northbound on Main Street. Being the mural is on the southside of Wydown Hotel, the mural will be visible to those cars traveling through St. Helena. Using bright colors and captivating imagery, the mural will be uplifting and be memorable for those driving and walking by. We expect to find folks including a visit to the mural as part of their downtown experience.

There are endless studies about the benefits of murals and public art projects on a community and the city itself. The piece will be timeless, to avoid feeling dated 2-3 years from now. This project will help tell the story of St. Helena's people. It'll express who we are as a community, highlighting our historical and cultural identity, inspire creativity, make Main Street more vibrant, and create a sense of belonging through an individual's emotional connection to the mural.

Describe the community support for your project.*

It is important to know that our committee is made up of a variety of representative from different industries, and in addition to the committee, 18 others were included in rating the artists qualifications during the artist selection process.

The multiple businesses and organizations who have been engaged in helping make this mural possible include, but are not limited to: Nimbus Arts, RAD Napa, multiple art galleries in St. Helena, Wydown Hotel, various property owners, the St. Helena Beautification Foundation, St. Helena Chamber of Commerce, Historical Society (for research and development of the project), Hall Winery, Blue Zones Project Upper Napa Valley, and local artists. The Chamber of Commerce has received numerous positive emails following local press releases announcing the project and local word of mouth has been favorable. Once the project is approved by the City of St. Helena, the committee will be able to be more public about the concept and begin the community engagement element.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

n/a

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

As highlighted above, we believe public art speaks directly to principles of equity and inclusion. There are no barriers to access public art. People of all backgrounds and languages will be able to engage with this project. While the piece itself will not politically highlight social issues, it will instead highlight and celebrate St. Helena's diversity. We recognize that St. Helena has a strong LatinX community, Chinese heritage, and welcomes people from all over the world for educational internships. This mural provides St. Helena with a unique opportunity to showcase our culturally-rich community and highlight the ways we need one another.
We also recognize that equal participation amongst our community may be a challenge, which is why the community engagement and post-implementation phase of this project is critical and therefore our request of this grant.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

Mural Grant Budget.pdf

Attachment 2: Proof of Nonprofit Status*

Beautitication Foundation Non-Profit Status.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

St. Helena Beautfication Budget 2023 actualls vs budget2024.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

Partnership Letter - Chamber.pdf

St. Helena Mural Project Grant Budget

Total Grant Request: $10,000

Matching Funds: $15,000 (St. Helena Chamber of Commerce & Beautification Foundation Committee)

Project Duration: March 2024 - November 2024

Budget Category	Amount Requested	Matching Funds	Total Cost	Description
Supplies:	$5,000	$0	$5,000	- Supplies outside of agreed upon supplies within the artist fee. This includes lift rental, lighting, etc.
Artist Fees:	$0	$15,000	$15,000	- This is the fee paid directly to the artist, **fully funded** from St. Helena Beautification Foundation + Chamber
Community Engagement:	$0	$0	$0	- Will work with local organizations for engagement and keep costs down.
Documentation & Marketing:	$1,500	TBD	$1,500	- Hire a videographer/photographer to capture the installation process, development of landing page for educational purposes, digital marketing ads to highlight the mural and St. Helena
Community Unveiling Ceremony + Events:	$3,500	TBD	$3,500	- Food, beverages, entertainment, activations nearby.
Project Management/Legal fees:	$0	$1,000 *(paid for by Chamber)*	$1,000	- Artist contract, maintenance contract, legal support.

Total Project Budget: $26,000 ($16,000 from the Chamber/Beautification Foundation, and $10,000 in grant funding)

Budget Justification:

- **Supplies:** High-quality materials are essential for creating a durable and visually appealing mural. Up to month long rental of mechanical lift.
- **Artist Fees:** Artist is highly sought after, the fee is paid to the artist for some materials, artist fee and cost of living during the installation of the mural.
- **Community Engagement:** Engaging the community in the design process fosters ownership and appreciation for the mural. Educational materials enhance the learning experience. Will work with local organizations on collaborative ways to engage their audience without adding to cost.
- **Documentation & Marketing:** A strong online presence and media coverage attract visitors and increase project visibility. Professional documentation captures the process and impact. In addition, documentation supports future projects.
- **Unveiling Ceremony + Events:** Celebrating the mural's completion builds community spirit and attracts positive media attention.
- **Project Management/Legal Fees:** Additional support will be needed by legal experts for contracts and maintenance agreements. This ensures the stability of the mural for years to come.

ST. HELENA
CHAMBER OF COMMERCE

1154 Main Street
St. Helena, CA 94574
(707) 963-4456
StHelena.com | @StHelenaCA

Partnership Letter in Support of the St. Helena Mural Project

Dear City Council:

The St. Helena Chamber of Commerce is thrilled to write this letter in enthusiastic support of the St. Helena Beautification Foundation's City of St. Helena grant application for our **St. Helena Mural Project**. This project aligns perfectly with our shared vision of enhancing the vibrancy and attractiveness of our community, and we believe it holds immense potential to benefit both residents and visitors.

As a leading advocate for local businesses, the Chamber recognizes the significant role public art plays in attracting visitors, stimulating economic activity, and fostering community pride. Art can bring a community together in many ways. The proposed mural, located on the prominent exterior wall of Wydown Hotel, will serve as an iconic representation of St. Helena in our historic shopping district, capturing the essence of St. Helena's rich history and diversity.

The St. Helena Chamber of Commerce has been working with the St. Helena Beautification Foundation for nearly a year to ensure the success of this project. In addition, we seek to install in total three art projects over the next five years, as part of the Chamber Creates program. This first project has taken the longest during the conceptual phase because we recognize its importance in setting the stage and standards for art murals and other public art in our community. Part of the reason why the committee decided to increase the budget in order to secure a more experienced artist. The grant money requested will help us document the process, close the gap in supply costs, and ensure proper celebration with our community and the City of St. Helena. The mural itself is fully funded by the Chamber and Beautification Foundation, but we're seeking additional funds to expand the existing project and pay for supplies, and a few other areas of importance to make this a true masterpiece for the City of St. Helena and the community.

It will be important for us to have an online presence celebrating St. Helena's public art, and also a place where residents and visitors can learn about the art. Ideally one day directing folks to multiple pieces of artwork throughout our community, from sculptures in parks, to murals downtown, and beyond.

We firmly believe that the St. Helena Mural Project is a worthy investment in the future of our community. We urge the City of St. Helena to grant the Beautification Foundation's request and support this transformative initiative.

Sincerely,

Amy Carabba-Salazar

President, St. Helena Chamber of Commerce

ATTACHMENT 13

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,000 and Under - Submission #22

Date Submitted: 2/20/2024

Organization Name*

St. Helena Community Garden

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Susann Ortega, President

Contact Person Phone Number*

707 963-3539

Contact Person Email Address*

sthelenagarden@gmail.com

Organization Phone Number*

707 963-3539

Organization Mailing Address*

P.O. Box 1104, St. Helena, Ca 94574

Organization Physical Address*

Jacob Meily Park, Pope Street, St. Helena

Federal Tax ID Number and Status*

27 3038922 Non-Profit

How Long Has Organization Served Community (Years & Months)*

14 years

Project Name*

St. Helena Community Garden upgrade

Requested Grant Amount*

$3,000

Do You Have Matching Funds?*

No

Please List Any Matching Funds and Sources

N/A

Total Project Cost*

$3,500

Describe how your Project ties to the City's Goals, Mission/Vision Statement, funding philosophy, and how your application and organization incorporates the principles of diversity, equity, and inclusion.*

The garden is open to any St. Helena resident and includes ADA handicapped access garden beds and scholarship funding for low-income applicants. The garden is available to families as well as single persons. It is environmentally sustainable and family-friendly. Excess produce is provided to the Food Bank to assist low-income families.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Describe your Project including objectives and goals, who and how many people will benefit, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your Project.*

The goal is re-apply hardscaping to the ADA garden area and to cover existing paths with wood chips to reduce weeds, to clean up the exterior of the garden along the fence line, to frame two gardens, repair the garden shed and do maintenance on the irrigation. This will benefit all garden members as well as the adjacent park. All work should be completed by fall of 2024.

Please include a high-level description of the Project that you are requesting grant funding for. *

Blue shale to be laid for the ADA garden area and wood chips on the paths of the remaining garden. Intensive weeding around the garden perimeter and the installation of weed cloth, dump runs to dispose of greenwaste. Updating the irrigation system to conserve water and framing the two garden beds that are currently without frames.

Attachment 1: Grant Budget *

Budget.doc

Attachment 2: Proof of Nonprofit Status*

Proof non profit status.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Garden Finacials.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

Grant Budget

Blue shale	$250
Exterior clean up	$900
Framing 2 gardens	$900
Shed repair	$500
Wood chips	$400
Irrigation	$200
Dump run, weed cloth	$350

ATTACHMENT 14

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #38

Date Submitted: 2/22/2024

Organization Name*

Saint Helena Cooperative Nursery School

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Christine Clark/ Vice President of St. Helena Co-op

Contact Person Phone Number*

7079278377

Contact Person Email Address*

cdugganclark@gmail.com

Organization Phone Number*

707-963-7212

Organization Mailing Address*

St. Helena Cooperative Nursery School P.O. Box 493 Rutherford, CA. 94573

Organization Physical Address*

1201 Niebaum Lane Rutherford, CA. 94573

Federal Tax ID Number and Status*

94-1639779

How Long Has Organization Served Community (Years & Months)*

58 years

Project Name*

St. Helena Cooperative Nursery School Grant 2024

Requested Grant Amount*

15,000

Do You Have Matching Funds?*

n/a

Please List Any Matching Funds and Sources

Total Project Cost*

30,000

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

The St. Helena Cooperative Nursery School is directly tied to the values of the city of St. Helena, providing a strong community foundation among our Co-op members. We are supported by the St. Helena Unified School District and serve many families of St. Helena. Our goal is to offer children an enriched and supportive introduction to their early years of school as they learn through a play-based curriculum.

Being a parent run, non-profit organization, the St. Helena Co-op Nursery School relies on parent involvement to remain economically sustainable. Through child-directed play we encourage mutual respect and open communication that allow the children to create their own lifelong relationships and feel a true sense of community. Our school is family-friendly as we realize that the first step into school must be successful and fun for both the child and his/her family. Twice a year parents attend the "Work Party" to prep the school at the start and end of each year. Active parent involvement not only allows parents to witness their child's growth at school but also meet other parents in the community with like values.

We are committed to providing a safe and diverse community for our children. Families of all cultures, religions, races and ethnic backgrounds are welcome.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

Our objective is to continue operating the St. Helena Cooperative Nursery School, providing a safe learning environment where our kids can experience the joy of hands-on learning through play. This program helps children gain confidence and communication skills, helping to prepare them for the next big step of kindergarten, many of which will go on to the St. Helena Primary School. Monthly food drives teach our children the importance of community and service to the public. The school house is an old building in need of many repairs. We want to focus on maintaining the integrity of the building by fixing dry rot issues, new paint, and other maintenance issues to ensure a safe school house for our children.
Timeline: N/A

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

Our local community benefits from the generosity of our Co-op community through a monthly food drive that impacts families throughout the valley. The teachers have creatively come up with a curriculum called Kindness Counts, which teaches generosity and compassion along with math, language, civic action and more. Kids experience the act of giving and supporting their community. The St. Helena Co-op continues to be one of the largest donators to the St. Helena Food Pantry. During harvest, kids collect health care items for the Napa Valley Farm Work Camp.

Describe the community support for your project.*

As a cooperative, parent involvement is essential to keeping the school running on a day-to-day basis. We are very fortunate for our many neighbors, families, and alumni who support our program by donating money and volunteering their time. In addition, the Roger J. Trinchero Family Foundation has generously donated $25,000 with an offer to match another $25,000 in donations from the community. Our strong alumni support helps match this amount through our annual letter drive. We hold an annual Community Dance at the Native Sons Hall supported by local food and wine vendors.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

no

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

The Co-op is also proud to be connected to First Five Napa County and their Rainbow Action Network. The Rainbow Action Network (RAN) is a group of LGBTQ people and allies that aims to make the Napa Valley a welcoming and supportive place for LGBTQ families, community members and visitors. The Co-op reached out to RAN in order to receive a Rainbow Kit. These are LGBTQ and gender inclusive toolkits for preschools in Napa County. They provide LGBTQ inclusive books, toys, materials, lesson plans, and recommendations for inclusive classrooms/preschools. These tools were already available to children and families at the Co-op but the Rainbow Kit was a positive boost to the schools resources.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

Final budget 2023-2024.xlsx

Attachment 2: Proof of Nonprofit Status*

IRS.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Last Fiscal Year PL.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

2023 Grant Funding Deposit .pdf

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

Grant Budget Details/Cost Estimate Description co-op 2024-2025

1. Painting and dry rot repair of Co-op School House-$8,000
2. Annual Cost of Supplies- office , toys, cleaning supplies-$2,000
3. Teacher/Admin salaries- $5,000

ATTACHMENT 15

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #42

Date Submitted: 2/22/2024

Organization Name*

St. Helena Elementary School

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Brandon Binder

Contact Person Phone Number*

707 858 9800

Contact Person Email Address*

bbinder@sthelenaunified.org

Organization Phone Number*

(707) 967-2712

Organization Mailing Address*

1325 Adams St, St Helena, CA 94574

Organization Physical Address*

1325 Adams St, St Helena, CA 94574

Federal Tax ID Number and Status*

52-2358264

How Long Has Organization Served Community (Years & Months)*

Unknown

Project Name*

Viva la Musica - Trumpets for St. Helena Elementary School 5th Grade Students

Requested Grant Amount*

9614

Do You Have Matching Funds?*

No

Please List Any Matching Funds and Sources

Total Project Cost*

9614

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

The city of St. Helena grants support arts, culture, youth and education - all of which would relate to the funding of our trumpets. These instruments will be used with our 5th graders on a rotation so they can experience instrumental music prior to attending RLS. By giving students a taste of instrumental music, they are more likely to be lifelong musicians and arts lovers.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

The trumpets will be used with our 5th grade students over 4 rotations. The goal of this project is to expose more students to instrumental music prior to the end of elementary school. We hope that students will find a new love of playing an instrument and want to continue in middle school.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

There are approximately 90 students in 5th grade next year. These trumpets will last at least 10 years. I anticipate they will impact 900 students over 10 years.

Describe the community support for your project.*

One of our hopes with this project is that our students will receive mentorship and support from our middle/high school musicians and music teacher, encouraging them to keep playing an instrument in middle school.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

None

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

As the TK-5 Music Teacher at SHPS/SHES, I intentionally include music from cultures around the world. As we implement a new instrumental program with trumpets, I intend to use that same approach to teaching trumpet - bringing in influences such as mariachi to the curriculum.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

Quote - Stanroy.pdf

Attachment 2: Proof of Nonprofit Status*

Proof of Public School.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

2023-24 Original Budget 05.18.2023.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

[EXTERNAL] Trumpet Quote

Dustin Heald <dustin@stanroy.com>
Wed 2/21/2024 11:07 AM
To:Brandon Binder <bbinder@sthelenaunified.org>

EXTERNAL SENDER — **Do not click links or open attachments** unless you recognize the sender and know the content is safe. **Contact IT if there is any uncertainty.**

Hi Brandon,
As we discussed on the phone I'm quoting $440.00 each for 20 Jupiter JTR700 trumpets. That's $8,800.00 plus tax.

Thanks,

--
Dustin Heald
Stanroy Music Center
850 4th Street
Santa Rosa, CA 95404
(707)545-4827 (707)545-5904fax
www.stanroy.com

ATTACHMENT 16

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #40

Date Submitted: 2/22/2024

Organization Name*

St. Helena Farmers' Market

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Ed Smith, Market Manager

Contact Person Phone Number*

707-486-2099

Contact Person Email Address*

edsmith@sthelenafarmersmkt.org

Organization Phone Number*

707-912-7401

Organization Mailing Address*

P.O. Box 70, St. Helena, CA 94574

Organization Physical Address*

360 S. Crane Ave, St. Helena, CA 94574

Federal Tax ID Number and Status*

Federal Tax ID# 35-2367794 : 501(c)(3)

How Long Has Organization Served Community (Years & Months)*

38 years

Project Name*

SHFM Market Match

Requested Grant Amount*

$15,750

Do You Have Matching Funds?*

No.

Please List Any Matching Funds and Sources

Total Project Cost*

$15,750

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

With a new year and our 38th season of the St. Helena Farmers' Market (SHFM) ahead, there is much to look forward to and much to celebrate. However, one critical challenge we face is addressing food insecurity in our small town and community. Economic pressures, inflation, cost of living and other financial metrics mean there are now, more then ever, members of our community who are struggling to feed their families and secure affordable access to nutritious foods. This quiet and insidious problem does not discriminate, it impacts every segment of our community regardless of ethnicity, age or employment status. CalFresh/EBT recipients receive supplemental support, but that benefit is based on Federal baseline guidelines and in no way accounts for the funds needed to make ends meet here in St. Helena. The SHFM Market Match Program directly bolsters these benefits, increasing the purchasing power of qualified low-income recipients and provides direct access to healthy, nutritious foods. SHFM Market Match provides a meaningful impact on public health and food insecurity, while promoting diversity and community inclusion. SHFM is an essential gateway, providing regular access to a broad array of community resources ranging from healthy food, education, arts, environmental stewardship, emergency services, medical resources and screening to the community at large. It is for these reasons the SHFM Market Match program is an essential service, the impact of which is in direct correlation to the funds received by way of this grant.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

SHFM Market Match program will continue to operate at the SHFM's General Store where CalFresh/EBT transactions will be redeemed. Market Match grant funds provide CalFresh users with matched funds doubling their purchasing power of healthy foods available at the Market. In partnership with St. Helena Up-Valley Family Center (UVFC) SHFM will continue to directly reach residents of St. Helena who are most in need and will benefit directly from the opportunity to sources and purchase healthy food and produce from our vendors. Tokens are distributed monthly to qualified low-income residents of St. Helena. Recipients must establish income levels consistent with CalFresh income guidelines and residency in St. Helena, both of which are verified by St. Helena UVFC. Regular attendance of low-income families continues to increase thanks to this grant and the funds it provides. In turn the Market Match Program provides essential nutritional assistance, but also free educational programing. Chef's demos, lecture series, produce tastings, bilingual story time, children's early educational programing, and art projects are all available on site. We continue to expand online content focused on healthy eating, farming, and environmental stewardship. All these resources are provided to the community, FREE at no cost, through the SHFM.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

a. In our 2023 season the SHFM Market Match program was meet with unprecedented demand. May-June we exceeded the remaining funds available from the 2022-2023 grant, forcing us to seek private donations to carry the program forward. July-October 2023 we exceeded the entirety of the 2023-2024 grant award of $9000, nearly $9,900 in funds were redeemed by CalFresh/EBT recipients and low-income St. Helena residents in just 4 months' time. Once again SHFM needed to turn to private funds to see SHFM Market Match through the season and provide this critical access to those in our community most in need. The SHFM Market Match program is a critical service to our community. This program serves hundreds of low-income individuals and families throughout our season who span every demographic, but share one common need and that is regular, affordable access to healthy, nutritious foods and community resources.

Describe the community support for your project.*

In our 2023 season the SHFM Market Match program was meet with unprecedented demand. May-June we exceeded the remaining funds available from the 2022-2023 grant, forcing us to seek private donations to carry the program forward. July-October 2023 we exceeded the entirety of the 2023-2024 grant award of $9000, nearly $9,900 in funds were redeemed by CalFresh/EBT recipients and low-income St. Helena residents in just 4 months' time. Once again SHFM needed to turn to private funds to see SHFM Market Match through the season and provide this critical access to those in our community most in need. The SHFM Market Match program is a critical service to our community. This program serves hundreds of low-income individuals and families throughout our season who span every demographic, but share one common need and that is regular, affordable access to healthy, nutritious foods and community resources.

Additional collaboration of the SHFM Market Match program is multifaceted. St. Helena Up-Valley Family Center partners with us to provide bilingual story time and early childhood education activities on a regular basis. The SHFM Market Match program draws in the Ninos Activos group, often low-income families with young children, to regularly attend the Market. St. Helena Kiwanis sponsors educational outreach that allows the SHFM to provide educational services to the Ninos Activos group, focused on gardening and healthy foods. Support from the St. Helena Rotary allows SHFM Market Education program to distribute free early education activity kits and art projects to the community. Adventist Health regularly attends the Market, providing free health screenings, access to vaccinations, and other health resources from CPR training to disaster preparedness. Blue Zones Project attends, providing access to health and wellness information. Rianda House will regularly be on site providing community outreach and free programing to seniors.

The SHFM Market Match program is the essential link to draw broader segments of our community to the Market. This program not only provides low-income residents of St. Helena with immediate access to healthy foods and local produce on a more affordable basis, but also provides direct access to other community resources.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

No. SHFM has not received funding from any Napa County government agency. Unfortunately, due to the limitations of the SHFM budget, our population size, or other metrics, SHFM is in many cases disqualified from additional funding. This is why the grant funds received from the City of St. Helena are so critical. Funding, by way of this grant, will directly benefit CalFresh/EBT recipients as well as low-income residents of St. Helena by providing immediate access to healthy nutritious foods, direct assistance for food insecurity and broadening access to community resources to more of our residents.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

The SHFM Market Match Program is diversity, equity and inclusion realized and put into practice. This program puts funds directly in the hands of those who need them most urgently. By Supporting and welcoming every facet of our community, regardless of income, ethnicity, or age, this program is directly impacting food insecurity, public health and provides broad community resources focused on wellness and education to all.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

2024 Grant Budget.docx

Attachment 2: Proof of Nonprofit Status*

IRS Tax Exempt Letter.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

SHFM 2024 nonprofit and market budget.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

UVFC Letter of Support to SHFM 2-14-24.pdf

St. Helena Farmers' Market 2024-2025 Grant Request

SHFM Market Match 2024-2025 Budget

• Market Match Dollars: CalFresh/qualified St. Helena residents:	$ 15,000.00
• Staff Hours Bookkeeping:	$ 500.00
• Promotional Materials/Supplies/Translation	$ 250.00
	$ 15,750.00

UPVALLEY
FAMILY CENTERS

February 14, 2024

Re: Saint Helena Farmer's Market

To Whom it May Concern,

I am writing this letter of support for the Saint Helena Farmer's Market (SHFM) and their bid to continue the Saint Helena Market Match Program. The UpValley Family Centers (UVFC) has collaborated with SHFM to connect families in need of financial support to these necessary services for the past four years. This program has provided UVFC's clients thousands of dollars in financial assistance over this time, helping bring fresh and healthy produce into their homes as well as education on healthy eating.

UVFC works closely with SHFM to identify and connect families in need of food assistance with this program. UVFC staff meet families at the Market once a month to assist with the application process and distribution of tokens. Our team also works in collaboration with SHFM to provide a bi-lingual story and activity hour for young children in attendance, allowing families time to learn and play before and after shopping for their goods. This program is highly anticipated by our clients each year, and is one of our most popular children's offerings in Saint Helena.

The rising cost of food and other household essentials has impacted low-income families in Saint Helena particularly hard, and this funding serves as a lifeline for many families in need of food assistance. Last year over $9,000 worth of tokens were redeemed by the families participating in this program.

Based on our experience with the Saint Helena Famer's Market, we wholeheartedly support their proposal and recommend the agency as a well-qualified and passionate provider of food assistance resources.

Sincerely,

Jenny Ocón, MSW
Executive Director
(707)965-5010 x200

ATTACHMENT 17

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #39

Date Submitted: 2/22/2024

Organization Name*

St. Helena Little League

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Cody Avetoom/Board Memeber

Contact Person Phone Number*

7078150814

Contact Person Email Address*

codyavetoom@gmail.com

Organization Phone Number*

7079748072

Organization Mailing Address*

1260 Spring Brook Ct

Organization Physical Address*

PO BOX 241

Federal Tax ID Number and Status*

94-6126930

How Long Has Organization Served Community (Years & Months)*

6/1/1965

Project Name*

St. Helena Little League Unforms & Equipment

Requested Grant Amount*

$16,375

Do You Have Matching Funds?*

Yes

Please List Any Matching Funds and Sources

Team Sponsors 1. A&W 2. AMERICAN LEGION POST NO. 199 3. AMIZETTA 4. BUEHLER VINEYARDS 5. CATERWAUL 6. CENTRAL VALLEY BUILDERS SUPPLY 7. DARRELL QUIRICI DDS 8. DECKER VINEYARD MANAGEMENT 9. DICKINSON, PEATMAN & FOGARTY 10. ELYSE WINERY 11. FRAMEWORKS 12. GOTT'S ROADSIDE 13. HERDELL PRINTING 14. MENEGON CATERING 15. PAINTWORKS 16. SAGER FORD 17. SOROPTIMIST 18. ST. HELENA OPTOMETRY 19. ST. HELENA POLICE OFFICER'S FOUND. 20. STEVE'S HARDWARE 21. SUTTER HOME 22. THE CAVE COMPANY 23. WINE COUNTRY INN St Helena Little League Community Support 2024 Sponsor List Page 2 of 2 Field Sign Sponsors 1. 55 DEGREES 2. 94574 BRAND 3. A&W 4. AMERICAN LEGION POST NO. 199 5. AMICI CELLARS 6. AMIZETTA 7. BASTOS LLC 8. BRITTON TREE SERVICE 9. BROWN'S AUTO PARTS 10. BUEHLER VINEYARDS (only for sign) 11. CAKEBREAD CCELLARS 12. CARL'S BODY SHOP 13. CARPY GANG 14. CATHERINE DANN 15. CENTRAL VALLEY BUILDERS SUPPLY 16. CHARLES KRUG WINERY 17. CLIF FAMILY WINERY & FARM 18. COOK RESTAURANT 19. DARRELL QUIRICI DDS 20. DAVID W. KERR CPA

Total Project Cost*

$32,750

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

The City of St. Helena's support of this St. Helena Little League project ties very well to several of the goals established in the City's Mission Statement. The 57-year-old Little League program helps connect St. Helena and its residents to its historic, small-town character. The SHLL program helps the city fulfill its goal of providing recreational services and facilities for its children and their parents. This is a fantastic program that brings together people from all parts of town and the surrounding community. The city's support of this project request will also help the city strengthen its partnership with a local community non-profit entity, in this case the St. Helena Little League.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

The Little League motto is “Character, Courage & Loyalty” and in the 58 years that St Helena Little League has been a part of this community, these qualities have been imbued in thousands of children who have participated in its baseball and softball programs. Our goal each season is to provide an environment where skill-building and competition meets sportsmanship and teamwork. These goals are emphasized through annual coaching clinics for the all-volunteer coaches of our baseball and softball divisions where the development and encouragement of all players is emphasized, through Board member player advocates who ensure the children’s best interests are prioritized over winning, and in strict adherence to fair play game time minimums. Additionally, Little League ensures that every interested player who lives within our district boundaries and attends an evaluation is guaranteed placement on a team through age 12.

Our primary need is help in offsetting the cost of the League’s Uniform and Equipment program. For 2023, we are fielding over 200 players in Juniors, Intermediate, Majors, Minors, Super Rookies and Coach Pitch Baseball as well as Majors and Minors Softball teams. Our estimated expenditure totals $40,000 with approximately $15,000 for uniform needs and $25,000 for equipment needs. Uniform costs include hats, jerseys, belts, and socks for players. Our volunteer coaches cover the costs of their own jersey and hat. Equipment costs include bats, balls, catcher gear, helmets, batting tees, gloves, and umpire gear.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

A truly great small town is defined by many things, including its commitment to the very things that make it big, such as quality schools, thoughtful neighbors, thriving local businesses & well-maintained parks. A town-based Little League which allows the children of our town to play, compete, learn and grow without the burden of travelling to Napa or Santa Rosa during the school week so they can still ride their bikes to practice or games and be home in time to enjoy dinner with their family and finish homework at a reasonable hour is a gift that many parents in our town have given to the children of St Helena by sustaining St Helena Little League through the years. It’s difficult to quantify the impact of roughly 50 years x ~200 players/year plus sponsoring businesses proudly posting team plaques, dads mowing in the rain on a Saturday morning, extended family coming in from out of town to catch a game, a grandfather doing a “fly-by” in his own bi-plane on Opening Day, visiting All Stars tournament competitors complimenting aloud the beautiful park where their children are competing, and adults who played in SHLL as children returning to cheer on games speaks to the true impact Little League both directly and indirectly exerts on citizens within and outside of our town.

Describe the community support for your project.*

St Helena Little League is comprised of 15 Board members who volunteer their time and personal resources to meet the League’s yearly needs. As an all-volunteer organization, we are dependent on parent-volunteers to manage and coach teams, score-keep/pitch-count/scoreboard games, umpire games, run the Snack Shack and meet LL safety requirements.

In 2023, SHLL has raised over $300,000 from over 80 donors to renovate the Crane Park Grandstands and Dugouts. This work is being carried out by a local contractor, DP Construction. In 2022, SHLL resod the two Crane Park fields at an expense of $65,000. SHLL works to maintain the Crane Park fields throughout the year, supplying manpower and approximately $10,000 annually to mow, edge, gopher abate, paint grandstands, weed, line fields, and cut pitcher mounds.

We understand that some of the costs detailed above are considered a capital expenditure and are therefore outside the eligibility requirements for this particular grant request but we want to highlight the financial commitment that the St Helena Little League makes each year to create and maintain a beautiful and safe field environment for our children – and the children of visiting teams during regular season play from Calistoga, American Canyon, Suisun, and Yountville.

Additionally, the League each year seeks local sponsors whose contributions help to cover some of the uniform and equipment expenses. Please note the attached list of SHLL sponsors.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

St Helena Little League has used funds from the city's Grant Awards cycle in the past to purchase uniforms and equipment.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

St. Helena Little League strives to offer opportunities to children, both girls and boys, from all backgrounds and ethnicities in our local region. The players and families involved represent a great cross section of our community, drawing from the full range of schools in our area. Our League will cover enrollment fees through our scholarship program for those families for which this presents a financial hardship.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

SHLL Uniform and Equipment Budget 2024 (1).pdf

Attachment 2: Proof of Nonprofit Status*

SHLL 501c3 letter.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

SHLL Actuals 2023 vs Budget Fiscal 2024.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

St. Helena Grant Agreement - St. Helena Little League - Signed.pdf

Attachment 5: Partnership Letter(s) (if applicable)

SHLL Sponsor List 2024.pdf

St. Helena Little League	
Uniforms & Equipment Budget	
2024 Season	
Baseball & Softball Team Uniforms - jerseys, hats, visors, belts	$ 21,450
All Star Uniforms	$ 7,300
	$ 28,750
Team Equipment and Supplies	$ 4,000
Total Uniforms & Equipment Budget	**$ 32,750**

St Helena Little League Community Support

2024 Sponsor List

Team Sponsors

1. A&W
2. AMERICAN LEGION POST NO. 199
3. AMIZETTA
4. BUEHLER VINEYARDS
5. CATERWAUL
6. CENTRAL VALLEY BUILDERS SUPPLY
7. DARRELL QUIRICI DDS
8. DECKER VINEYARD MANAGEMENT
9. DICKINSON, PEATMAN & FOGARTY
10. ELYSE WINERY
11. FRAMEWORKS
12. GOTT'S ROADSIDE
13. HERDELL PRINTING
14. MENEGON CATERING
15. PAINTWORKS
16. SAGER FORD
17. SOROPTIMIST
18. ST. HELENA OPTOMETRY
19. ST. HELENA POLICE OFFICER'S FOUND.
20. STEVE'S HARDWARE
21. SUTTER HOME
22. THE CAVE COMPANY
23. WINE COUNTRY INN

St Helena Little League Community Support

2024 Sponsor List

Field Sign Sponsors

1. 55 DEGREES
2. 94574 BRAND
3. A&W
4. AMERICAN LEGION POST NO. 199
5. AMICI CELLARS
6. AMIZETTA
7. BASTOS LLC
8. BRITTON TREE SERVICE
9. BROWN'S AUTO PARTS
10. BUEHLER VINEYARDS (only for sign)
11. CAKEBREAD CCELLARS
12. CARL'S BODY SHOP
13. CARPY GANG
14. CATHERINE DANN
15. CENTRAL VALLEY BUILDERS SUPPLY
16. CHARLES KRUG WINERY
17. CLIF FAMILY WINERY & FARM
18. COOK RESTAURANT
19. DARRELL QUIRICI DDS
20. DAVID W. KERR CPA
21. DI FEDE DESIGN GROUP
22. DICKINSON, PEATMAN & FOGARTY
23. EBERSOLE CONSTRUCTION
24. ELYSE WINERY
25. ENGEL & VOLKERS
26. FIRST AMERICAN TITLE
27. FORMAN VINEYARDS
28. FULTON BODY SHOP
29. GOTT'S ROADSIDE
30. HEALTH SPA NAPA VALLEY
31. HERDELL PRINTING
32. JOEL TOLLER TEAM
33. KIND CELLARS
34. KIWANIS CLUB OF ST. HELENA
35. LEEDS AND PESCH VITICULTURE
36. LONG MEADOW RANCH/FARMSTEAD
37. MALLOY, IMRIE & VASCONI INSURANCE
38. NADALIE COOPERAGE
39. NAPA SELECT VINEYARD SERVICES
40. NAPA VALLEY MASONIC LODGE
41. NAPA VALLEY PETROLEUM
42. NAPASCAPES
43. OGLETREE WELDING
44. OK TIRE
45. PATRICK FETZER, CPA
46. RAYMOND VINEYARD & CELLAR
47. REGUSCI WINERY
48. ROMBAUER VINEYARDS
49. SAFE HARBOR
50. SCHRAMSBERG VINEYARDS
51. ST. HELENA APPLIANCE
52. ST HELENA IOOF - ODD FELLOWS LODGE #167
53. ST. HELENA OPTOMETRY
54. ST. HELENA POLICE OFFICER'S FOUNDATION
55. STAR VINEYARD
56. SUNSHINE FOODS
57. TRI-COUNTY BENEFITS
58. TRINCHERO FAMILY ESTATE
59. UP VALLEY ORTHODONTICS
60. UPPER VALLEY DISPOSAL
61. URBAN WINE BROKERS
62. VILLA CORONA
63. WATER CONNECTIONS
64. WINE COUNTRY CASES
65. YORK & YORK

ATTACHMENT 18

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #31

Date Submitted: 2/21/2024

Organization Name*

St. Helena Historical Society

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Bonnie Thoreen, President, St. Helena Historical Society

Contact Person Phone Number*

707-738-6535

Contact Person Email Address*

bthoreen@gmail.com

Organization Phone Number*

707-967-5502

Organization Mailing Address*

P.O. Box 87, St. Helena, CA. 94574

Organization Physical Address*

1255 Oak Avenue

Federal Tax ID Number and Status*

30-0087096

How Long Has Organization Served Community (Years & Months)*

20 years, established as a 501(c)3 in August, 2009

Project Name*

Visions of St. Helena

Requested Grant Amount*

$5300.

Do You Have Matching Funds?*

Yes, in-kind volunteer hours

Please List Any Matching Funds and Sources

60 hours x $30 = $1800 value volunteer hours

Total Project Cost*

$7100.

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

This project, "Visions of St. Helena", is designed to visually present the diverse history of St. Helena. It presents the physical history of our city, and the people of our city. We have European immigrants (Italian, Swiss, German, Irish, etc), the Braceros who came to work in the fields and the Chinese who established a Chinatown on the corner of Main and Charter Oak, and who built numerous caves and rock walls that became our first wineries and vineyard boarders. We will scan photographs from our historic photograph collection, invest in software to aid in the online access on our website, and present the photographs (almost 5000) in a way that prevents the misuse of them while still making them available to searchers.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

Our goal is to make our collection of approximately 5000 photographs available for searching on the historical society's website.

Objective #1: Scan and save our handwritten log books for safety and ease of searching.

Objective #2: Scan approximate 700 photographs and catalog them onto our existing database of approximately 2600 photographs that have been scanned and catalogued.

Objective #3: Migrate the entire photograph database onto our website and make it available for public searching.

Objective #4: Make a link to our website available to the St. Helena Public Library and the St. Helena Chamber of Commerce.

TIMELINE:

•Grant due Feb.23, 2024
•Grant Results in April
•Zac can start copying log books so they are ready for Sue Clark to begin scanning late July.
• Roger can start inputting metadata starting from photo #1 as soon as we get approval of the grant. That will get things going whilel Sue is working on scanning and cataloging the data into Past Perfect.
•Invoice Billing can start on July 1, 2024 and must be completed by June 30, 2025

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

It is our belief that anyone, worldwide, who has access to the Internet can search our visual collection to find connections to St. Helena's history whether their interest is finding family, friends, events or simply curiosity.

Describe the community support for your project.*

We frequently get requests for photographs/documentation of family, buildings, events, friends and general interest in St. Helena's activities over the years. And we often have comments such as 'why can't I search for photos on my own". This project will provide our community/supporters direct access to this valuable visual history of St. Helena on our website as well as through the library and the St. Helena Chamber of Commerce.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

In 2023-24 we received $10,000 from the City of St. Helena.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

We have an equity statement in our board manual. And please review the comments above to support our commitment to documenting our city's diversity.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

City Grant Budget 2024-25 2.docx

Attachment 2: Proof of Nonprofit Status*

Nonprofit status letter.eml

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Current and Prior Budgets.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Other grants.png

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

2024-2025 Nonprofit Community Enrichment Grant
City of St. Helena

St. Helena Historical Society

BUDGET

1.	Scan and catalog approximately 700 photographs into SHHS database ($1.50 ea.)	$1050.
2.	Scan current accession logbooks	$ 550.
3.	Purchase interface software for 1 year	$ 200.
4.	Load onto SHHS web page	$1500.
5.	Office supplies/shipping	$ 500.
6.	Add link to St. Helena Public Library and the Chamber of Commerce	$ 500.
7.	Grant Administration	$1000.

TOTAL REQUEST: $5300.

We've received no grant funding from **local** government agencies other than the city.

Government grant funding in the last 12 months:

- $15,000 from "CA relief Grant" in August, 2023
- City grant $10,000.

We've also received money from the Napa County Historical Society during the past year. It was in relation to a grant they received from Arts Council Napa Valley for the City of Immigrants exhibit.

We received a $10,000. private grant/donation from the 1011 Foundation, Inc. in June, 2023. This was in memory of Fulton Mather from the foundation his daughter works at.

ATTACHMENT 19

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,000 and Under - Submission #28

Date Submitted: 2/21/2024

Organization Name*

Saint Helena Housing Coalition, Inc.

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Richard Crebs, CEO

Contact Person Phone Number*

7075800418

Contact Person Email Address*

rick@sthelenahc.org

Organization Phone Number*

707-580-0418

Organization Mailing Address*

6725 Yount Street, Yountville, CA 94599

Organization Physical Address*

Same

Federal Tax ID Number and Status*

84-256126

How Long Has Organization Served Community (Years & Months)*

4 years and 1 month

Project Name*

Adams Street Essential Worker Housing

Requested Grant Amount*

$5,000.00

Do You Have Matching Funds?*

No

Please List Any Matching Funds and Sources

Total Project Cost*

Estimated at $51 Million

Describe how your Project ties to the City's Goals, Mission/Vision Statement, funding philosophy, and how your application and organization incorporates the principles of diversity, equity, and inclusion.*

The 2023-31 RHNA requirement for 254 units can substantially be met by this 88-120 unit project designed to house those working in the SH marketing area who presently live elsewhere. Available to all thus encouraging diversity, equity, and inclusion. Rents would be set at 30% of a family's income including all necessary utilities.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Describe your Project including objectives and goals, who and how many people will benefit, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your Project.*

With the passage of SB 336 zoning does not need to be changed. SHHC would partner with a larger housing nonprofit and could be shovel-ready by June 30, 2025.

Please include a high-level description of the Project that you are requesting grant funding for. *

A three apartment building situated on the most Eastern portion of the City owned Adams Street property consisting of 2.3 acres and providing 88 to 120 units of family/single housing for Essential workers such as Police, firefighters, city employees.

Attachment 1: Grant Budget *

SHHC Operating Budget 2024-25.xlsx

Attachment 2: Proof of Nonprofit Status*

EIN for Saint Helena Housing Coalition Inc.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

SHHC Operating Budget 2024-25.xlsx

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

SHHC Operation Budget 2024-25

Item	Expense
Directors & Officers Insurance	$ 3,500.00
General Insurance	$ 750.00
Website Expense	$ 500.00
Office Expense	$ 250.00
Total	$ 5,000.00

ATTACHMENT 20

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #26

Date Submitted: 2/21/2024

Organization Name*

St. Helena Preschool For All

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Julio Olguin/Executive Director

Contact Person Phone Number*

7079672800

Contact Person Email Address*

julio@shpreschoolforall.org

Organization Phone Number*

7079672800

Organization Mailing Address*

465 Main Street, St. Helena, CA 94574

Organization Physical Address*

999 Adams Street, Suite 302, St. Helena, CA 94574

Federal Tax ID Number and Status*

#46-4214921

How Long Has Organization Served Community (Years & Months)*

14 years

Project Name*

St. Helena Preschool For All Scholarships

Requested Grant Amount*

$20,000.00

Do You Have Matching Funds?*

No

Please List Any Matching Funds and Sources

Total Project Cost*

$20,000.00

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

The St. Helena Preschool for All program is aligned with the City of St. Helena's commitment to being both family-friendly and diverse. As the program extends support to low-income and working families, it directly addresses the pressing need for accessible and affordable preschool education and childcare, thereby advancing the city's vision of inclusivity and equitable support for all community members, particularly those facing financial challenges. In the face of high costs of living and formidable housing challenges, our organization serves as a vital resource by alleviating additional financial obstacles and ensuring that families can remain and continue being part of the St. Helena community.
Moreover, the program's collaborative philosophy, exemplified through its partnerships with various non-profit and community organizations, seamlessly aligns with the city's philosophy. By fostering this partnership, our program optimizes resources and fosters a robust network of support tailored to the needs of families. This synergistic approach mirrors the city's emphasis on cooperation and partnership-building, which are instrumental in realizing our mission of providing a preschool opportunity for all.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

St. Helena Preschool For All (SHPFA), provides scholarships for underserved children in the St. Helena community ages 3 and 4- years old, to attend a preschool at one of five St. Helena participating preschools. Our vision is to continue to be a vocal leader and trusted resource for families in the Upper Napa Valley. Our commitment to providing this opportunity is strongly rooted in the belief that what happens in a child's earliest years is the most important for healthy development and long-term well-being. The organization is deeply committed to its overarching goals of providing equitable access to early childhood education, fostering community unity, ensuring financial sustainability, and engaging in strategic planning for future growth. With a targeted deadline of June 30, 2025, we plan to provide the scholarships to cover the tuition as early as July 1, 2024, based on the funding received we will determine how many scholarships will be covered. We have outlined additional objectives during this time period.

Objective 1: Ensuring Equitable Access
Our foremost objective is to continue providing accessible early childhood education opportunities to all families in the St. Helena community. By June 30, 2025, we aim to expand our reach and ensure that no family is left behind, regardless of socioeconomic status or background.

Objective 2: Fostering Community Cohesion
Building upon our foundation of community engagement, we will prioritize initiatives that strengthen bonds among residents and stakeholders. Through collaborative efforts and inclusive programming, we seek to cultivate a sense of belonging and unity within the St. Helena community by December 2024.

Objective 3: Achieving Financial Sustainability
Sustainability is essential for the long-term success of our organization. By diversifying our funding sources and implementing sound financial practices, we aim to achieve financial stability and resilience. This will ensure that we can continue serving families in St. Helena for years to come.

Objective 4: Emphasizing Strategic Planning
Strategic planning serves as the cornerstone of our approach to addressing future challenges and opportunities. By integrating strategic planning processes into our operations, we will proactively adapt to evolving needs and trends, ensuring our continued relevance and effectiveness in meeting the needs of our community.

With these objectives guiding our efforts, we are confident in our ability to uphold our commitment to providing access to all families, building community, reaching sustainability, and planning strategically for the future. We hope that the city of St. Helena continues to be a vital partner.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

The program will benefit low-income families, preschool age children, and their parents in St. Helena who cannot afford a preschool program for their child. The majority of the beneficiaries are immigrants, children of immigrants, and English-language learners. In the past couple of years, we have more working families that are considered middle class who are also requesting financial assistance, due to the increase of cost of living. Since the program began in 2010, the project has provided 248 scholarships, including the 24 children and families enrolled in the current year. The current annual cost of funding a part-time scholarship is $5,400 (for 3 days per week, 3-4 hours per day), while the cost of funding an extended day scholarship is $14,400 (for 5 days per week, 8-9 hours per day) for twelve months of preschool.
The project aims to place between 20-24 children in one of its partnering preschools in St. Helena, but ultimately providing this opportunity has larger impact on our community.

1. Family Support: By providing preschool education to these children, the program supports their families as well. Parents can work or attend school knowing their children are in a safe and nurturing environment, leading to improved family well-being.
2. Community Benefits: The program's success contributes to a stronger community by ensuring that all children have access to high-quality preschool education. This, in turn, can lead to a more educated and engaged citizenry in the future.
3. Long-term Impact: Early childhood education has long-lasting effects on a child's development. By investing in preschool education, the program is laying the foundation for these children to succeed academically, socially, and emotionally in the future.
4. Educational Equity: The program's efforts contribute to reducing educational disparities by providing access to quality preschool education for all children, regardless of their background or financial status.
5. Economic Impact: High-quality early childhood education has been shown to have a positive economic impact, leading to higher graduation rates, increased earning potential, and reduced dependence on social services in the future. In addition, many of our families are the working backbone for many of the vital industries in St. Helena which includes restaurant, hospitality, wine, & landscaping, by supporting we are ensuring that many families will remain in St. Helena for the future..

The St. Helena Preschool for All program may directly impact 20-24 children in the upcoming school year, but its broader impact on families and community as a whole is immeasurable and far-reaching.

Describe the community support for your project.*

The St. Helena Preschool for All program has been bolstered by strong community backing, with support coming from various sectors. Our local preschool partners include five preschools in St. Helena: Little Backpacks Preschool, Mila's Preschool, St. Helena Cooperative Nursery School, Sun & Stars Montessori, and Wee Care Childcare who have collaborated with the program to ensure that students receive a high-quality preschool education that prepares them for future success in life.
Our organization has been able to successfully provide this critical opportunity thanks to the generous support from various partners in the community. The Roger J. Trinchero Family Foundation has also played a pivotal role in backing the program since 2018, aiding its growth and expansion. The St. Helena Unified School District has been a steadfast supporter, providing access to its facilities, hosting parent education sessions, and helping fund scholarships. Our organization prioritizes collaboration and partnerships which also include the Napa Valley Community Foundation and service groups that include the St. Helena Rotary Club and Soroptimist Club.
Another vital partnership includes the UpValley Family, assisting and providing with referrals of families, and delivering a specialized parent education program for Spanish-speaking families. Our outreach and family activity collaborations with other community organizations, such as Clinic Olé, St. Helena Public Library, Stonebridge, Hunt Avenue Apartments, and the St. Helena Parks and Recreation department, have further increased awareness in the community and enriched the program. The community's robust support has been an essential resource which has been instrumental in ensuring the program's ongoing success.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

The St. Helena Preschool for All program has not received any funding from other Napa county government agencies in the past two years. We have only received local government funding from the City of St. Helena, which has had a direct impact on the residents of St. Helena. Through this funding, the program provides scholarships to preschool-aged children from low-income families, enabling their parents to work or further their education while ensuring their children receive essential early childhood education and care. This support not only enhances economic stability for families but also plays a crucial role in the educational and developmental growth of young children, thereby benefiting the broader community.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

In St. Helena, many low-income families with two working parents are struggling to cope with the rising cost of living. The St. Helena Preschool for All program seeks to address these disparities by providing opportunities to the families most in need, particularly children of immigrants and children of color. Our nonprofit organization, preschool partners, and many of our partnerships are committed to promoting diversity, equity, and inclusion. Here are some examples of how our organization incorporates these principles:
Scholarship Program: Our current scholarship program specifically identifies those families most in need of financial support in the community. Unfortunately, our most socioeconomically disadvantaged families are those of color, and many times are immigrants or children of immigrants. We ensure that financial barriers do not prevent access to high-quality preschool education for any children.

Outreach and Engagement: Conduct targeted outreach to communities who are socioeconomically disadvantaged to raise awareness about the benefits of early childhood education and the resources available through our program.

Community Partnerships: Collaborate with community organizations that serve families who are socioeconomically disadvantaged to provide additional support and resources, building trust and strengthening connections with these communities.

Parental Involvement: Encourage and facilitate active involvement of parents in the preschool community, including participation in decision-making processes and cultural events.
Language Access: Ensure that all families, regardless of their primary language, have equal access to information and services. This may include providing language interpretation services or translating materials into multiple languages.
Inclusive Environment: Create an inclusive and welcoming environment where all families feel valued, respected, and supported.
By incorporating these principles our organization creates a more equitable and inclusive early childhood education program that better meets the needs of all children and families. We feel our organization aligns with the City's belief of promoting equity and inclusion through our community.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

City of St Helena Grant Budget.docx

Attachment 2: Proof of Nonprofit Status*

IRS Determination letter (2).pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

City of St. Helena - 2024 Grant Application Financials .xlsx

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

City of St. Helena - 2024 Grant Application Financials .xlsx

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

City of St. Helena Grant Budget:

St. Helena Preschool For All works with five local preschools in St. Helena, one in Angwin, and one in Calistoga. The funds from the City of St. Helena would directly go to scholarships for children in St. Helena.

Part-time scholarship tuition for 12 months (2-3 days per week, 3-4 hours per day) $5,400

Full-time scholarship tuition for 12 months (5 days per week, 6 hours per day) $10,800

Extended-time scholarship tuition for 12 months (5 days per week, 8-9 hours per day) $14,400

The City of St. Helena grant could cover various combinations of scholarships.

1. 4 Part-time scholarships for 4 children in need for 12 months.
   Estimated cost: $21,600.

2. 2 Full-time scholarships for 2 children in need for 12 months.
   Estimated cost: $21,600.

3. 1 Extended-time scholarship, and 1 part-time scholarship for 2 children in need for 12 months.
   Estimated cost:$19.800

ATTACHMENT 21

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #24

Date Submitted: 2/20/2024

Organization Name*

The St. Vincent de Paul (SVdP) Ministry of the St. Helena Catholic Church (SHCC)

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

John Boyle, President

Contact Person Phone Number*

707-363-1923

Contact Person Email Address*

john9170@sbcglobal.net

Organization Phone Number*

707-963-1228

Organization Mailing Address*

1255 Oak Avenue, St. Helena, CA 94574

Organization Physical Address*

1255 Oak Avenue, St. Helena, CA 94574

Federal Tax ID Number and Status*

IRS 501 (C) (3) non-profit status (Exhibit A)

How Long Has Organization Served Community (Years & Months)*

Has been an all-volunteer ministry of the SHCC for over 20 years.

Project Name*

Financial Assistance for Individuals and Families in the City of St. Helena, not limited to SHCC members.

Requested Grant Amount*

$20,000

Do You Have Matching Funds?*

No.

Please List Any Matching Funds and Sources

N/A

Total Project Cost*

Attachment 3, Exhibit C

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

Our project ties to the City's goals, mission/vision statement in the following ways:
- Contributes to family-friendly sustainability by helping those in need.
- Serves the diverse community irrespective of race, religion, gender, age, sexual orientation, or immigration status.
- Retains the small-town character of a community church assisting local residents.
- Strengthens partnerships with private, non-profit and public sectors including, but not limited to:
  - Private donors and local businesses
  - Up Valley Family Center, local churches, St. Helena Community Food Pantry
  - Holiday Assistance Program (HAP), Up Valley Family Center, St. Helena Montessori School, St. Helena Fire Department Toys for Tots, Salvation Army, and Boy Scouts Troop 1.
  - Community Projects Inc. - Napa

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

Temporary, limited financial assistance so that a family facing a serious life hardship can bridge a gap. The financial assistance we provide falls into three main areas:

1. Regular on-going assistance is provided in the form of:
a. Monthly grocery gift cards ($50-$100)
b. Fuel Vouchers ($25)— reinstate, since it was suspended due to the high demand for food cards.
2. Limited one-time partial rent assistance, utility bill payments, and other miscellaneous emergency expenses (car repairs, etc.).
3. Holiday Assistance Program (HAP).

Timelines

- We hold office hours on Tuesdays once a month at 10 AM and provide individuals or families with two $25 food gift cards each time. We maintain a confidential database of our clients to verify their residency.
- Rent and utility requests come in randomly and we respond as financial resources permit. Most are referrals from the Up Valley Family Center.
- The Holiday Assistance Program planning begins in September and involves donations and toy collections from local entities, Salvation Army, Steves Hardware, St. Helena Fire Department Toys ForTots, parishioners of St. Helena Catholic Church, Encounter Church of St Helena, and the St. Helena Montessori School. Distribution Day will be December 14, 2024.

1. Monthly food cards have been increasing. Currently we are averaging 100 individuals or families.
2. For the HAP, last December 16, 2023, we gave $100 gift food cards to 150 families, about 600 individuals. We also gave $25 gift cards to 100 seniors and teens. We expect similar numbers or more for 2024.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

1. Monthly food cards have been increasing. Currently we are averaging 100 individuals or families.
2. For the HAP, last December 16, 2023, we gave $100 gift food cards to 150 families, about 600 individuals. We also gave $25 gift cards to 100 seniors and teens. We expect similar numbers or more for 2024.

Describe the community support for your project.*

We have formal and informal partnerships with other local non-profit organizations and public sector agencies. Our partners and their roles are as follows:

- Up Valley Family Center:
  - Assistance with identification of families in need of emergency assistance and recipients of HAP.
  - Coordination in planning and implementing the Holiday Assistance Program (September-December).
- St. Helena Food Pantry:
  - SVdP routinely refers our clients to the Pantry's distributions.
  - One of our SVdP Ministry members sits on the Board of Directors.
- Local churches:
  - Parishioners of St. Helena Catholic Church: Individual donations throughout the year with an in-pew collection every month in which there are five Sundays. An extra appeal is made at Christmas for the Holiday Assistance Program.
  - Encounter Church in St. Helena, monthly donations have been ongoing for the past years.
- Other community agencies for the Holiday Assistance Program are the Salvation Army, Steves Hardware, Parishioners of St. Helena Catholic Church, St. Helena Fire Department Toys for Tots, and St. Helena Montessori School.
- St. Helena Catholic Church
  - Provides a venue for our monthly distributions.
  - Provides the gymnasium space and freezer space for the organization and distribution of food and gifts for the Holiday Assistance Program.

- Direct Mail Outreach
SVdP members personalize annual end-of-year appeal seeking financial support from individuals in the community.
- Community Projects Inc.- Napa
Provides financial assistance to purchase food gift cards.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

- We were awarded grants of $10,000 each from the City of St. Helena for fiscal years 2020-2021 and 2022-2023.
- The aid we provide supplements family food budgets and assistance for utilities and rent as needed. The HAP provides for holiday extras for the family. The aid permits these residents to remain part of our community, enriching the diversity that we value. The aid we provide, primarily serves our Latino community.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

- We are a charitable organization serving the residents of St. Helena, and our only requirement in providing assistance is that the person be in need. Most of our clients are from the Latino Community.
- We do not discriminate based on race, age, color, sex, national origin, physical or mental disability, or religion.
- We provide for the increasing demand of 70- 130 individuals or families for monthly food gift cards to address food insecurity, to improve the well-being and quality of life of St. Helena residents in need.
- We help families in need, 150 families last year had a festive Christmas with toys for kids, gift cards for teens and seniors, and food for their holiday celebration.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

Copy of StvincentProjectCost.xlsx

Attachment 2: Proof of Nonprofit Status*

NonProfit.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Copy of StVincentCurrentAnd Prior.xlsx

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

Saint Helena Catholic Church
St Vincent de Paul Ministry
Fiscal Year 2024-2025

Exhibit C

ESTIMATED BUDGET	Operating Budget		(A) Grant Budget	
Income:				
City Grant	$ -		$ 20,000	
Donations	$ 55,000		$ -	
5th Sunday	$ 6,000		$ -	
		$ 61,000		$ 20,000
Expenses:				
Rent Requests	$ 1,000		$ -	
Fuel Vouchers	$ 500		$ -	
Utilities Requests	$ 2,000		$ -	
Christmas-Holiday Assistance Program (HAP)	$ 12,000		$ 12,000	
Food Gift Cards	$ 45,500		$ 8,000	
		$ 61,000		$ 20,000
		$ -		$ -

(A) Grant funds will be accounted for separtely

ATTACHMENT 22

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #46

Date Submitted: 2/23/2024

Organization Name*

Sustainable St. Helena - An Environmental Alliance

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Madelyn Chandler

Contact Person Phone Number*

707-218-8432

Contact Person Email Address*

sustainablesthelena@gmail.com

Organization Phone Number*

707-218-8432

Organization Mailing Address*

PO Box 402 Saint Helena CA 94574

Organization Physical Address*

PO Box 402 Saint Helena CA 94574

Federal Tax ID Number and Status*

86-3594916 501(c)(3)

How Long Has Organization Served Community (Years & Months)*

3 years

Project Name*

Napa Valley Community Forest

Requested Grant Amount*

15,000

Do You Have Matching Funds?*

no

Please List Any Matching Funds and Sources

n/a

Total Project Cost*

approx $32,000

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

The Redwood Forest Project ties to almost all areas of the City's Vision/Mission Statements, and Goals. The Project is economically and environmentally sustainable. After the initial thinning, revenues will have positive returns because coast redwoods regenerate and there would not be additional startup or replanting fees. Beginning in approximately 20 years, 20% of the planted forest would be harvested every 5 years and continue on this harvest rotation into the future. The timber harvesting proceeds will be shared with the City, a new and diverse source of revenue.
Because the forest is on the City's wastewater treatment plant's effluent spray fields, the Project will be an example of prudently managing City resources. It will improve soil health for higher water retention and reduce soil erosion from high volume rain events.
This is also an example of responding and planning to climate change. Coast redwood trees sequester carbon better than any tree in the world. Based on carbon sequestration studies, "On average, one acre of new forest can sequester about 2.5 tons of carbon annually. Young trees absorb CO2 at a rate of 13 pounds per tree each year. Trees reach their most productive stage of carbon storage at about 10 years at which point they are estimated to absorb 48 pounds of CO2 per year. At that rate, they release enough oxygen back into the atmosphere to support two human beings."
The total planting of 2,500 trees over 10 acres would sequester approximately 48 pounds per tree at 10 years of age or 120,000 pounds of CO2 per year. CO2 sequestered would increase as redwood trees continue to grow and absorb carbon their whole lives. The average age of this forest would be approximately 20 years old yielding annual carbon sequestration of 240,000 pounds.
Without a doubt this project promotes a beautiful natural environment. And will one day be a recreational, family-friendly destination with the goal of having it open to the public for enjoyment. The vision is to have walking paths through the forest connecting to the Napa River and downtown St. Helena which promotes wellbeing and contributes to a high quality of life, all the while preserving our towns rural character.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

To date, 2,500 trees have been planted over 15 acres. These trees include coast redwoods, dawn redwoods, and valley and coast live oak trees. They are irrigated with effluent water, and the understory is mowed and weeded for tree health. In addition to tree planting and maintenance, the community forest is frequently used by Napa RCD as a fieldtrip site, where students are educated on forest health concepts and given hands on experience planting and caring for trees.

Eventually, the long term goal is that this site will be made accessible to the public and will be connected to existing walking and biking trails. As the trees grow and continue to re-establish healthy ecosystems in place of a fallowed field, the site will become a shady respite in the valley, with a native plant buffer along the Napa River. The vision is for this plot of land to become a true resource for the community that will be used not just for peaceful recreation open to all, but also to showcase healthy native ecosystems, act as a living classroom for local students, and help us move forward in a world with a fast-changing climate.
The project goal is to continue expansion of our community forest by an additional 20 acres. This increase would add approximately 4,000 redwoods, oaks, and other native tree/shrub species.
Our hope is for the City to work with residents and non-profit organizations to generate more benefits for the community, including recreation trails, environmental benefits from replacing mowed fields with forest ecosystems, aesthetic beauty for meditation and inspiration, carbon sequestration, and the incredible cooling effects from increased tree canopy. There is a lot of work required for the proposed expansion. There are several tree planting days scheduled for April and May, as well as weeding days. Furthermore, there will be ongoing work done by our contract laborer, Silverado Farming. See 2024 Budget summary for detailed information about work to be done per month; including land preparation, planting, pruning, weed control, irrigation installation, fertilizer applications, and erosion control.
We are confident that this next expansion our phase of community forest will be a success for St. Helena and the Napa Valley.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

Benefits from this Project are far reaching. First it creates an ecosystem for countless insects, amphibians, birds, and mammals. Second it has the ability to provide cleaner air for our entire community and visitors for years to come. The project turns underutilized land into a carbon sequestering and oxygen generating property by adding the most carbon sequestering trees in the world. And thirdly, also difficult to gauge, is how many people will benefit from the recreation it will provide. Each tree planted contributes and strengthens these rewards. Over the life of the community forest, it is immeasurable how many people and species lives will be enriched.

Describe the community support for your project.*

Additional support for the Redwood Forest has been from St. Helena City Council who approved this project, Current Mayor Paul Dohring, Former Mayor Ellsworth, the Active Transportation and Sustainability Committee, Napa Resource Conservation District, Napa Natural Resources Conservation Service, Land Trust of Napa Valley, Sierra Club – Redwood Chapter, Napa Climate NOW, Registered Professional Forester Nick Kent, Dr. William Libby, Senator Bill Dodd, Silverado Farming, and countless community members.
Support has been made by individual financial donations, physical labor by planting trees and weeding, obtaining and donating supplies, technical assistance regarding forest management and education, as well as government advocacy and approval. The Redwood Forest is forever grateful for these contributions.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

$5,000.00 grant was received from the City of St. Helena FY23-24
$5,000.00 grant was received from the City of St. Helena FY22-23
$5,601.61 grant was received from the Napa RCD 2023

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

Sustainable St. Helena – an Environmental Alliance integrates diversity, equity and inclusion as noted in our Mission Statement. We are devoted to protecting natural resources and habitats from environmental degradation through actionable climate solutions and education while collaborating with government, industry, organizations and individuals to protect the health, future of our community and the natural environment.
Climate change is a human and animal rights issue which disproportionally affects underprivileged populations and innocent animals. Our goals relate directly to promoting social equity and inclusion by focusing on public health and animal species security. Our efforts to eliminate synthetic pesticides on public land do just that. Specifically, with the Redwood Forest Project, all people and animals have the ability to enjoy and inhabit this special place.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

2024 Community Forest Budget w 15 acres Maintenance.pdf

Attachment 2: Proof of Nonprofit Status*

SSH - IRS Tax Exempt.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

SSH Grant Application - Profit and Loss.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

SSH Grant Application - List of Funding.pdf

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

Project	St. Helena Community Forest
Project Year	2024
Acres	35
Total Trees	7,770
Trees per acre	222
Year Planted	2021
Total Cost	$182,970
Cost Per Acre	$5,228

Planting	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	15 Acres Maintenance
Supplies	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$ 3,000
Outside Services	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Labor and Equipment	$3.76	$835	$29,238	$0	$0	$5,181	$2,574	$3,861	$2,079	$15,543	$0	$0	$0	$0	$0	$12,531
Total	$4	$835	$29,238	$0	$0	$5,181	$2,574	$3,861	$2,079	$15,543	$0	$0	$0	$0	$0	$15,531

Pruning	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Supplies	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Outside Services	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Labor and Equipment	$0.60	$133	$4,653	$1,188	$2,079	$1,386	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Total	$1	$133	$4,653	$1,188	$2,079	$1,386	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,994

Wire and Trellis	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Supplies	$0.13	$29	$1,000	$0	$0	$1,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Outside Services	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Labor and Equipment	$0.25	$57	$1,980	$0	$0	$198	$0	$198	$198	$1,188	$0	$198	$0	$0	$0
Total	$0	$85	$2,980	$0	$0	$1,198	$0	$198	$198	$1,188	$0	$198	$0	$0	$0

Weed Control	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Supplies	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Outside Services	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Labor and Equipment	$3.04	$674	$23,595	$990	$990	$2,475	$5,412	$4,389	$2,475	$3,894	$1,980	$990	$0	$0	$0	
Total	$3	$674	$23,595	$990	$990	$2,475	$5,412	$4,389	$2,475	$3,894	$1,980	$990	$0	$0	$0	$10,112

Irrigation	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Supplies	$3.25	$721	$25,250	$0	$0	$20,000	$0	$0	$2,625	$2,625	$0	$0	$0	$0	$0
Outside Services	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Labor and Equipment	$6.22	$1,381	$48,345	$0	$0	$759	$1,518	$8,712	$7,887	$12,606	$8,745	$7,128	$990	$0	$0
Total	$9	$2,103	$73,595	$0	$0	$20,759	$1,518	$8,712	$10,512	$15,231	$8,745	$7,128	$990	$0	$0

Fertilize	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Supplies	$0.97	$214	$7,500	$0	$0	$7,500	$0	$0	$0	$0	$0	$0	$0	$0	$0
Outside Services	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Labor and Equipment	$1.01	$223	$7,821	$0	$0	$0	$1,188	$1,188	$2,310	$759	$1,188	$0	$1,188	$0	$0
Total	$2	$438	$15,321	$0	$0	$7,500	$1,188	$1,188	$2,310	$759	$1,188	$0	$1,188	$0	$0

Erosion Control	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Supplies	$0.45	$100	$3,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,500	$0
Outside Services	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Labor and Equipment	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total	$0	$100	$3,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,500	$0

Land Prep	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Supplies	$0.03	$6	$200	$0	$0	$200	$0	$0	$0	$0	$0	$0	$0	$0	$0
Outside Services	$0.64	$143	$5,000	$0	$0	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Labor and Equipment	$2.08	$461	$16,137	$0	$1,551	$1,551	$0	$66	$3,234	$8,184	$0	$1,551	$0	$0	$0
Total	$3	$610	$21,337	$0	$1,551	$6,751	$0	$66	$3,234	$8,184	$0	$1,551	$0	$0	$0

Project	St. Helena Community Forest
Project Year	2024
Acres	35
Total Trees	7,770
Trees per acre	222
Year Planted	2021
Total Cost	$182,970
Cost Per Acre	$5,228

Expenses	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Portable Services	$1.13	$250	$8,750	$525	$525	$700	$875	$1,313	$1,313	$1,313	$1,313	$700	$175	$0	$0	
Outside Services	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Total	$1	$250	$8,750	$525	$525	$700	$875	$1,313	$1,313	$1,313	$1,313	$700	$175	$0	$0	**$3,750**

	$ per Tree	$ per Acre	Totals	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Total Cost	$23.55	$5,228	$182,970	$2,703	$5,145	$45,950	$11,567	$19,727	$22,121	$46,112	$13,226	$10,567	$2,353	$3,500	$0	$31,387

The City of St. Helena

Office of the Mayor
1088 College Avenue
St. Helena, Ca 94574
Phone: (707) 968-2744

www.cityofsthelena.org

January 26, 2024

Dear Hugues Aubert,

We at the City of St. Helena in Napa County, California are excited that Reforest'Action has an interest in supporting urban and community forestry in our region, and we submit to you this request for the Napa Valley Community Forest. Our community forest of 2,500 trees currently comprises 15 acres. We are interested in expanding the size and diversity of this community forest and providing more community education opportunities for our residents and visitors.

But… why? It all started with Paul and Marilyn Asmuth, their love for redwoods, and an idea for a community forest at a wastewater treatment plant property owned by the City of St. Helena. In 2011, the Asmuth family worked with the City to plant 500 redwood trees as a trial run to see whether the idea of using effluent water from the wastewater treatment plant to irrigate trees would work. It did, and today those trees are 40 feet tall! Then in 2021, Paul asked Napa County Resource Conservation District (Napa RCD) and Sustainable St. Helena (SSH) to support recruitment and engagement of volunteers, school groups, and work crews out to plant more trees.

What's been done so far? As stated above, to date, 2,500 trees have been planted over 15 acres. These trees include coast redwoods, dawn redwoods, and valley and coast live oak trees. They are irrigated with effluent water, and the understory is mowed and weeded for tree health. In addition to tree planting and maintenance, our community forest is frequently used by Napa RCD as a fieldtrip site, where students are educated on forest health concepts and given hands on experience planting and caring for trees.

What's the long-term plan? Eventually, the hope is that this site will be made accessible to the public and will be connected to existing walking and biking trails. As the trees grow and continue to re-establish healthy ecosystems in place of a fallowed field, the site will become a shady respite in the valley, with a native plant buffer along the Napa River. The vision is for this plot of land to become a true resource for the community that will be used not just for peaceful recreation open to all, but also to showcase healthy native ecosystems, act as a living classroom for local students, and help us move forward in a world with a fast-changing climate.

What do we need help with right now? The City was approached by Napa RCD and SSH to continue expansion of our community forest by an additional 20 acres. This increase would add approximately 4,000 redwoods, oaks, and other native tree/shrub species. Our hope is for the City to work with residents and non-profit organizations to generate more benefits for the community, including recreation trails, environmental benefits from replacing mowed fields with forest ecosystems, aesthetic beauty for meditation and inspiration, carbon sequestration, and the incredible cooling effects from increased tree canopy.

There is a lot of work required for the proposed expansion. However, based on the success of our existing community forest, the commitment of the groups involved and their combined experiences, we are confident that this next expansion our phase of community forest will be a success for St. Helena and the Napa Valley.

Sincerely,

Paul Jamison Dohring
Mayor
City of St. Helena

Napa County Resource Conservation District
1303 Jefferson St., Ste. 500B, Napa, California 94559
Phone: (707) 690-3110 NapaRCD.org

February 15, 2024

Napa Valley Community Forest
Reforest'Action Project Proposal

Proposal Contact

Ali Blodorn, Ph.D., Forestry Principal Program Manager,
Napa County Resource Conservation District, +1 707-690-3115, alison@naparcd.org

Project Scope

The present project will support the expansion and ongoing maintenance of the Napa Valley Community Forest and facilitate community education that will inspire and empower community members to connect with and care for Napa County's urban and community forests. This one-year proposal involves the following:

- **Expanding the community forest by 20 acres, more than doubling the size of the forest.** The 20-acre expansion of the community forest will include planting approximately 4,000 redwoods, oaks, and other native tree/shrub species. The forest expansion will be guided by a site-specific planting plan which will determine the exact number, size, and type of trees to be planted and consider site-specific constraints, suitability for future disturbances (e.g., drought, extreme heat, flooding, fire), and maintenance needs. The planting plan will include a maintenance and monitoring protocol. Prior to planting, we will do site preparation including removal of existing non-native vegetation, amending the soil, laying irrigation, and implementing erosion control best practices. Lastly, the plants will be installed according to the planting plan with wiring and/or caging. Napa RCD staff will support the plan development, management of crews doing the site preparation and plan installation, and mapping and monitoring of the new plantings.

- **Caring for existing and new plantings, supporting the overall health and vigor of the community forest.** We will conduct maintenance and monitoring of the 35-acre community forest to maximize survival rates and support the long-term health and vigor of the plantings. This will include maintenance and monitoring for the 20 acres of new plantings (approximately 4,000 trees) as well as the 15 acres of existing plantings (approximately 2,500 trees). Maintenance activities include weeding, pruning, mulching, irrigation repairs, and caging repairs. Monitoring includes assessing survival rates and evaluating the overall health and vigor of plantings. We will maintain up-to-

Napa County Resource Conservation District
1303 Jefferson St., Ste. 500B, Napa, California 94559
Phone: (707) 690-3110 NapaRCD.org

date maps of the project site, and track the number of trees planted/maintained as well as number of acres implemented.

- **Increasing community members' knowledge of forest health and practical stewardship actions, fostering local stewardship.** We will educate and engage community members in three ways: (1) providing all-ages educational programming, (2) providing immersive environmental education to local elementary and high school students, and (3) creating an educational installation at the project site. First, we will plan and implement two all-ages community educational events at the Community Forest, including one educational workshop that equips community members with practical knowledge forest health concepts and one community stewardship event that supports "learning by doing" and develops a sense of personal agency among community members. Second, we will host four field trips at the community forest for local elementary and high school students. This will facilitate much needed access to nature-based learning, creating meaningful opportunities for students form a variety of backgrounds (e.g., geographic, household income, race/ethnicity, physical and learning abilities, etc.) to develop and deepen their relationship with nature and participate in forest stewardship. Third, we will develop an educational installation (e.g., interpretive sign) at the project site, informing and educating community members for years to come about the value of forest stewardship and to highlight the activities supported through this project. The educational installation will feature a donor acknowledgement, with permission from the donor.

Donor Benefits

In thanks for their gracious support of this project, the donor will have access to visiting the property, opportunities to participate in community engagement events, a highlight on the educational installation, and acknowledgement in any print or digital materials related to the project. The donor will also become a part of Napa RCD's donor recognition program.

Napa County Resource Conservation District
1303 Jefferson St., Ste. 500B, Napa, California 94559
Phone: (707) 690-3110 NapaRCD.org

Project Budget

Task	Activities Supported	Budget
Forest Expansion (20 acres)	- Planting plan development - Site preparation - Planting ~4,000 trees (200 trees per acre) - Napa RCD staff time to support planning, crew oversight and monitoring	$181,000
Forest Maintenance (35 acres)	- Annual maintenance and monitoring of existing plantings (15 acres) and new plantings (20 acres) - Napa RCD staff time to support crew oversight and monitoring	$40,000
Community Education & Engagement	- 1 educational workshop - 1 community stewardship event - 4 field trips for local students - 1 educational installation at project site	$21,500
	Total Budget	**$242,500**

About Us

Napa County Resource Conservation District (Napa RCD) is an agency that facilitates natural resource conservation through community involvement, education, technical expertise, and scientific research in Napa County, California and the broader region. Since its founding in 1945, Napa RCD has been committed to using voluntary, cooperative, and scientifically sound methods to ensure that natural resources are conserved, protected, and restored in a landscape that supports agriculture, urban areas, and wild spaces. Today, Napa RCD helps our community achieve conservation goals by focusing on issues ranging from forest health to fisheries, soil management, water conservation and quality, and more. This is done with a team of thirteen conservation scientists and outreach and administrative professionals. Napa RCD's success depends on building effective collaborations with partners ranging from landowners to non-profit organizations, businesses, and local, state, and federal agencies. Most of Napa RCD's programming is supported by grants, contracts, and donations, as only about 10% of its operating budget comes from local property taxes. Napa RCD ensures a high level of accountability by conducting annual financial audits, publicly posting budgets and financial reports, inviting the public to participate in all Board meetings, and informing the public about recent developments through an electronic newsletter, website, and social media.

ATTACHMENT 23

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #49

Date Submitted: 2/23/2024

Organization Name*

The Saint Helena Forum for Innovation and Creativity

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Doug Barr, Chairman

Contact Person Phone Number*

(707) 696-4922

Contact Person Email Address*

Doug@shforum.org

Organization Phone Number*

(707) 696-4922

Organization Mailing Address*

2480 Spring Mountain Rd., SH CA 94574

Organization Physical Address*

2480 Spring Mountain Rd., SH CA 94574

Federal Tax ID Number and Status*

83-2095334 active

How Long Has Organization Served Community (Years & Months)*

Four Years Six Months

Project Name*

Ongoing Free Virtual Humanities Based Cultural Presentations

Requested Grant Amount*

$10,000

Do You Have Matching Funds?*

No

Please List Any Matching Funds and Sources

Total Project Cost*

$35,000/year

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

Paraphrasing, the city's mission is: "To provide a full range of cultural and recreational activities... The enrichment grant's is to: "Promote or benefit the Saint Helena Community with arts, culture, or education."
The bylaws of the Saint Helena Forum completely overlap the city's goals and mission/vision, i.e. "The Forum's mission is: "To inform, entertain, inspire, and engage every citizen of Saint Helena by providing, free local access to a broad range of humanities-based exchanges of ideas and views on a wide variety of subjects through: interviews, panel discussions, debates, and performances in dance, music and the visual arts. And to encourage interaction with our schools and senior centers, to promote intellectual relevance in an ever-changing world."

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

We will annually produce six hour-long original programs available for viewing on our website, (shforum.org), or on YouTube. They will eventually be archived on our website and then edited as podcast available on Spotify, Apple Music, and Amazon Podcasts. Our library already includes fourteen programs with seven additional presentations in pre-production for 2024. Subjects have included: Breakthroughs in nuclear fusion with physicist with Dr. Mordy Rosen of at Lawrence Livermore laboratories interviewed by Pulitzer Prize, winner David Freed, The power of female pharaohs in ancient Egypt with Dr. Kara Cooney, The origins of modern dance with Janet Eilber, artistic Director, and featured soloists, Xin Ying and Charlotte Landreau, from Martha Graham, the oldest dance company in America, Recent developments in treating addiction based upon genetic manipulation, with National Institute of Health Director, Nora Volkow, How television influenced the women's movement in the 1970's, featuring writers, producers, and actors from the Dick Van Dyke Show, That Girl, and Designing Women, The largest serving chairman of Harvard's Astronomy Department, Dr. Avi Loeb, discussing the question: Are we alone? (Dr. Loeb's interview for the Forum has been viewed more than 50,000 times), And Jaques Cousteau's granddaughter Alexandra Cousteau, describing her initiative to refresh the worlds oceans by 2050.
For 2024, we're currently finishing our first interview with Car Correspondent Janine Di Giovanni. Ms. Di Giovanni has reported for multiple publications including as an editor for Newsweek while covering wars in Iraq, Syria, Israel, Rwanda, Sierra Leone and many more global hot spots. She is currently the founder of a non profit called the Reckoning Project which trains journalists and doctors working on the ground to legally document war crimes, crimes against humanity and genocide to be presented as real time evidence at world courts. We have already booked three additional programs leaving only three more to be produced by the end of 2024 season.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

We believe that any member of our community, no matter how old or young, who attends a virtual forum presentation, will learn something new, will be entertained, and we hope will be inspired by the subjects or the participants or both.
For example many of our programs include STEM subjects in hopes of encouraging young women to consider science, tech, engineering, and math, as viable and interesting careers.
We also entertain by discussing unique perspectives, like little-known details of the life of Rosa Parks, the human rights, civil rights, women's rights activist.
We employ photographs, videos and music to both entertain and illustrate our programs. We are currently talking with Rianda House about ways to work together and possibly enlist volunteers to participate in productions.
Because we are virtual, our outreach has spread far and wide. Our initial audiences typically begin with between 700 and 1000 participants, but grow as our programs follow time zones around the world to include audience members from 30 to 50 states and 20 to 30 countries. Recent presentations have included roughly 6000 viewers from countries as diverse as Germany, France, Norway, Japan, China, Mexico, Bangladesh, South Africa, Uzbekistan and Malawi to name just a few.
Beyond the impacts listed above, we believe the Forum benefits the Saint Helena "brand" as a unique small town that is interested in and actively promoting arts, culture, and education as an important part of who we are as a community.

Describe the community support for your project.*

The Saint Helena Forum is an entirely volunteer organization funded by donations from local friends, supporters, and neighbors. We offer modest honorariums to guest speakers and technical support but otherwise we have no paid staff, offices, or substantial overhead. We believe that turning wine country into mind country will serve both locals citizens and local businesses.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

We have never received funding from any Napa Valley government agencies.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

The Forum offers volunteer opportunities that are open to anyone interested in helping us fulfill our mission. Participants in and subjects of our programs have been and will continue to be gender and racially diverse.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

Forum 2023 Budget.pdf

Attachment 2: Proof of Nonprofit Status*

sh forum tax exempt letter.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Forum 2023.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Choose File No file chosen

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

The Saint Helena Forum
Operations Budget

	Jan - Dec 23
Ordinary Income/Expense	
Income	
4001 · Contributions	$ 2,500
Total Income	2,500
Gross Profit	2,500
Expense	
5100 · Speaker Fees	12,000
5130 · Advertising and Promotion	1,500
5320 · Video Production	12,000
5350 · Stage/Forum Expenses	1,000
6110 · Office Supplies	150
6300 · Computer and Internet Expenses	100
6310 · Website	1,500
6400 · Insurance Expense	1,250
6500 · Meals and Entertainment	500
Total Expense	30,000
Net Income (Loss)	$ (27,500)

ATTACHMENT 24

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #20

Date Submitted: 2/16/2024

Organization Name*

UpStage Napa Valley

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Sharie Renault, Artistic Director

Contact Person Phone Number*

(707) 337-5850

Contact Person Email Address*

caravaggio1007@gmail.com

Organization Phone Number*

(707) 337-5850

Organization Mailing Address*

PO BOX 277, CALISTOGA, CA 94515

Organization Physical Address*

1007 Cedar Street, CALISTOGA, CA 94515

Federal Tax ID Number and Status*

Calistoga Theater Company, dba UpStage Napa Valley, is a qualified 501(c)(3) tax-exempt organization. All donations are tax deductible as allowed by law. EIN 47-4674201

How Long Has Organization Served Community (Years & Months)*

12 years Yes, we will provide at least $4000 in ticket sales and other matching funds

Project Name*

PlayFest 2024

Requested Grant Amount*

10,000

Do You Have Matching Funds?*

Yes, we will provide at least $4000 in ticket sales and other matching funds

Please List Any Matching Funds and Sources

We will provide a minimum of $4,000 of matching funds from ticket sales. We actively seek sponsors for additional matching funds.

Total Project Cost*

$14,000

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

In 2024 UpStage Napa Valley will present our 4th Annual Playwright Festival, an event which is quickly becoming a treasured offering for the St. Helena community. This project ties in nicely with St. Helena's Vision, Mission and Goals of 'expanding and improving cultural opportunities', and 'facilitating full civic participation'. Our Playwright Festival is well aligned with the funding philosophy of: "Projects or programs which promote or benefit the St. Helena community with arts, culture, or education". With our top-to-bottom community involvement, we are a perfect fit, bringing engaging, innovative and high-quality theatrical productions to the people of St. Helena.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

We are submitting this application to help fund our Fourth Annual Upstage Napa Valley Playwrights Festival, Playfest2024. Again, this year, the concept is to have 'budding' playwrights submit their 'single act' scripts to our script review committee. We particularly encourage submissions from playwrights/writers living within a 30-mile radius of St. Helena. The scripts will be limited to performances of 10 to 20 minutes each. Our critics' board will select eight or nine of the top submissions and UpStage Napa Valley will oversee their production. The casts and technical crew will be made up primarily of St. Helena and Calistoga residents, similar to the makeup of most of our plays. We'll perform each play in our St. Helena venue, Grace Episcopal Church. We were delighted to have the city of St. Helena make a substantial contribution to the success of our 3rd Annual Playfest in 2023. We're hoping for the same this year!

Timing: We were delighted to receive just over 150 script submissions last year! We plan to send out invitations for script submissions later this spring, with deadlines for entries in mid May. We will select the finalists in June, allowing plenty of time for rehearsals and ultimately performances in the fall of 2024. All grant funds will be expended and the project completed well in advance of the June 2025 deadline.

Our Goals: The goal of our Playwrights Festival is to make the Festival a true community project, with promotion, performances and personnel all St. Helena-centric. We look forward to working with the City of St. Helena to collaboratively achieve these goals.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

Between our audiences, volunteers, actors, and playwrights, we estimate our project will impact 500 - 1000 people, predominantly residents of St. Helena.

Describe the community support for your project.*

UpStage Napa Valley is a small community theater company with an emphasis on the 'small' and the 'community'. Our productions are performed at the Grace Episcopal Church in St. Helena, 90% of our actors are from the Napa Valley and 80% of our audiences are local. We do two or three performances per year at Grace Episcopal Church, and one or two readings each year at the St. Helena Library. We enjoy regular coverage in the St. Helena Star and are currently supported by both individuals and groups throughout the community including both the St. Helena and Calistoga Chambers of Commerce and the Calistoga Rotary. We are working on membership in the St. Helena Rotary. In addition to Grace Episcopal's discounted rate for our performance, First Presbyterian Church in St. Helena provides very inexpensive rehearsal space.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

In 2023 UpStage received a generous grant of $6,000 from the City of St. Helena and $1,000 from the city of Calistoga. Funding from the City of St. Helena is crucial to ensuring the on-going success of the PlayFest, and the benefits to the city of St. Helena are numerous. Not only can residents participate in all aspects of the project (cast, volunteers, house management, tech, etc.), but the public at large will have an opportunity to attend the performances and witness firsthand the creative efforts of their neighbors, friends, and families.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

We're delighted to report that these principles are integral to our work. The luxury of being a community theater is the ability to present 'edgy' and socially relevant topics to our audiences. In last year's Playfest, central topics included resilience after tragedy, trauma and disaster. The theme was "Out of the Ashes" and featured a story on domestic abuse, subjugation of women, death of a child, rebuilding after a disaster and teen depression. We partnered last year with NEWS (Napa Emergency Women's Services) and Rianda House, inviting personnel of those local organizations to attend relevant performances… promoting their services to our audiences. Diversity, coincidentally, is one of the 'prompts' (central themes) that we will give to our competing playwrights, as they craft their entries to Playfest 2024. Our actors included persons of at least three races as well as seniors from the community.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

PlayFest 2024 Project Budget - Sheet1.pdf

Attachment 2: Proof of Nonprofit Status*

Copy of IRS Tax Exemption Letter.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

UpStageCurrentandPrior.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

UpStage Napa Valley Grant Funding from last 12 months.pdf

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

PlayFest 2024 Project Budget			
		Grant request	**Matching funds**
PlayFest Personnel Expenses (stipends)			
Actors Stipends: 14 actors @ $100 each	1400	1400	
Director 64 hours @ $24/hour	1536	1536	
Guest director stipend	350	350	
Stage manager stipend	750	750	
Designer stipend	1,500		1500
Theater Techs: 2 @ $1500 each	3,000	3000	
Subtotal personnel	***8536***	***7036***	***1500***
Production Expenses			
Costumes/props	554	554	
Set	300	300	
Performance Venue	2500	1300	1200
Cast Party	300		300
Subtotal Production Expense	***3654***	***2154***	***1500***
Printing and Marketing			
Printing	500	500	
Posters	60	60	
Poster insert in the Tribune	250	250	
Marketing/Social media	1000		1000
Subtotal Printing and Marketing	***1810***	***810***	***1000***
	Total Project Budget	**Total Grant Request**	**Total Matching Funds**
	14000	**10000**	**4000**

UpStage Napa Valley Grant Funding from last 12 months		
Funder	Amount	Project
City of St. Helena	$6,000	PlayFest 2023
State of California: Covid Recovery Funds	$5,000	General operating expenses
City of Calistoga	$1000	Lighting equipment

ATTACHMENT 25

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,001 and Above - Submission #53

Date Submitted: 2/23/2024

Organization Name*

UpValley Family Centers

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Jenny Ocon, Executive Director

Contact Person Phone Number*

707-965-5010 ext.200

Contact Person Email Address*

jocon@upvalleyfamilycenters.org

Organization Phone Number*

707-965-5010

Organization Mailing Address*

1440 Spring Street, St. Helena, CA 94574

Organization Physical Address*

1440 Spring Street, St. Helena, CA 94574

Federal Tax ID Number and Status*

UpValley Family Centers is a registered 501(c) (3) public charity. Tax ID# 80-0023012

How Long Has Organization Served Community (Years & Months)*

25 Years

Project Name*

Ninos Activos/Active Kids

Requested Grant Amount*

$7,500

Do You Have Matching Funds?*

no

Please List Any Matching Funds and Sources

Total Project Cost*

$7,500

Describe how your Project ties to the City's Goals, Mission/Vision or funding philosophy.*

The Niños Activos/Active Kids Project will serve children ages 0-5 and their parents and caregivers through twice weekly bilingual playgroups, providing quality early learning and socialization opportunities at no cost to local residents. This Project ties directly to the City's mission to "Support Thriving Families and Enhance the Safety, Well-Being, and Healthy Development of Our Youth" with activities designed for the City's youngest residents. As a bilingual playgroup for young children and their parents, the Project ties in to the City's Mission as follows: a) promoting a culture of equity, diversion and inclusion, b) supporting families and the wellbeing of youth, and c) expanding recreational opportunities.

Describe your Project including objectives and goals, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your project.*

Niños Activos/Active Kids playgroups, offered twice a week with a drop-in format, to provide fun activities that increase early literacy, build kindergarten readiness skills, and reinforce parents' role as their child's first teacher. Over the proposed project year, the grant funds will be used as follows: 1) to enhance the playgroup with special music and movement activities, 2) to provide education about healthy eating and growing of food. Once per quarter, we will arrange for a guest musician to come to the Niños Activos/Active Kids group for a music class. Also, once per quarter, we will arrange for a guest exercise specialist to come to the Niños Activos/Active Kids group for an exercise movement activity. The grant will cover materials that support children's engagement in the group activities, and support parents to replicate the activities at home. In the Spring, we will arrange for a gardener to help with planting and keeping the vegetable garden and will purchase vegetable plants, soil, pots, and flowers to set around the garden. We will also offer healthy snack options and education for the playgroups.

Describe who will benefit from this Project and estimate how many people your proposal may impact.*

The Project will directly reach 15-20 young children and 15 parents, or at least 30-35 St. Helena residents. This Project will improve our community by enhancing underserved kids' readiness for kindergarten, which research shows is an important predictor of later success in school; it's even correlated with higher lifetime earnings. Our playgroups strengthen our community by providing an important connection point for parents and caregivers, the majority of whom are mothers. Our playgroups give these mothers the tools they need to continue fostering their kids' early development at home, and provide a network of peers and facilitators that help them feel more supported in their important role as parents. In addition, our playgroups provide an opportunity parents to connect with other local families, and to learn about additional resources available through UpValley Family Centers.

Describe the community support for your project.*

We partner with Community Resources for Children and their toy lending library, as well as Child Start and the Raising A Reader Program – making those resources available to local families. The St. Helena Presbyterian Church gives us full access to its "Discovery Room" to run the Active Kids/Niños Activos playgroups. We also partner with the St. Helena Farmer's Market to increase local residents' awareness of and access to fresh fruits and vegetables and the Market as a whole.

If you have received funding from other Napa County government agencies in the past two years, provide level of funding and explain how the City of St Helena funding will specifically benefit St. Helena residents.

We received funding from Napa County for Medi-Cal and COVID vaccine outreach, farmworkers assessments, parenting, youth mentoring, drug free community coalition, case management, and senior services, totaling $320,659 in FY22 and $323,911 in FY23. City funds will benefit St. Helena residents with early learning services they may not otherwise access due to financial, language, or geographic barriers.

Please describe how your application in your organization incorporates the principles of a diversity, equity and inclusion. If your organization does have a specific equity focus, it doesn't make you in eligible or less competitive.*

This Project is designed to meet the needs of both Spanish and English speakers, to promote inclusion through activities and interactions that build relationships and foster respect for learning, growth, and understanding. Our staff are bilingual, culturally aware, and trained in early childhood development.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Attachment 1: Grant Budget*

FY25 Ninos Activos Special Project Budget.pdf

Attachment 2: Proof of Nonprofit Status*

IRS UVFC tax exempt letter.pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Attachment 3 FY24 budget and FY23 actuals.pdf

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Attachment 4 List of grant funding received in the last 12 months.pdf

Attachment 5: Partnership Letter(s) (if applicable)

Choose File No file chosen

Up Valley Family Centers of Napa County
Project Budget for City of St. Helena
Project: Active Kids/Niños Activos
July 2024 to June 2025

Ninos Activos/Active Kids Special Project

		Request FY25
Expenses		
Personnel		
Early Childhood Education Specialist	$	1,738.43
Early Childhood Education Associate	$	1,273.04
Childcare provider	$	-
Benefits and payroll taxes	$	509
Total Personnel	**$**	**3,520**
Other program expenses		
Food for healthy snacks	$	720
Program materials	$	760
Guest musicians stipends	$	1,200
Guest exercise specilaists stipends	$	800
Gardener stipend	$	500
Total other program expenses	**$**	**3,980**
TOTAL EXPENSES	**$**	**7,500**

UpValley Family Centers of Napa County
List of grant funding received in the last 12 months -in whole numbers
From 2/1/2023 Through 1/31/2024

	Feb 1, 2023 to Jan 31, 2024
Grant Funds	
Foundation	
Napa Valley Vintners	409,000.00
Kaiser Permanente	24,336.00
Napa Valley Community Foundation	172,036.00
United Way Bay Area	36,183.00
Cowell Foundation	100,129.00
Latino Community Foundation	39,859.00
Gasser Foundation	10,000.00
The Craig and Kathryn Hall Foundation	1,000.00
Mary Crocker Trust	2,067.00
TIDES Foundation	1,800.00
California Fire Foundation	10,000.00
Clif Family Foundation	20,000.00
Corporate	
Queen of the Valley	30,000.00
Adventist Health -St. Helena Hospital	49,821.00
Wells Fargo Bank	25,000.00
Westamerica Bank	2,500.00
Citibank	5,000.00
Mechanics Bank	2,500.00
UMPQUA Bank	5,000.00
Bank of America	1,840.00
PG&E	5,000.00
Burbank Housing	10,000.00
Silicon Valley Bank	10,000.00
Redwood Credit Union	11,570.00
Government	
Calistoga Junior Unified School District	254,295.00
City of Calistoga	176,008.00
City of St. Helena	55,023.00
Master Settlement Agreement	131,838.00
PEI Mental Health Services Act	166,553.00
Medical Administration Activities	8,262.00
St. Helena Unified School District	260,908.00
Napa County Office of Education	104,230.00
CA Department of Social Services	135,241.00
CDBG - City of Calistoga	608.00
Napa County Health and Human Services	9,114.00
CDBG City of St. Helena	75,079.00
CalOES	118,723.00
CA Dpt of Education	345,107.00
Upper Valley Waste Management Agency	768.00
Napa County Housing Authority	60,395.00
Metropolitan Transportation Commission	4,250.00
Department of Homeland Security - Immigration	4,025.00

ATTACHMENT 26

Print

2024-2025 Nonprofit Community Enrichment Program Application for Requests $5,000 and Under - Submission #47

Date Submitted: 2/23/2024

Organization Name*

We Care Animal Rescue

Please enter your organization name so we can match your application to your attachments.

Contact Person for Questions (Name/Title)*

Julia Orr /Director of Development

Contact Person Phone Number*

7079637044

Contact Person Email Address*

jorr@wecareanimalrescue.org

Organization Phone Number*

7079637044

Organization Mailing Address*

1345 Charter Oak Ave, St Helena, CA 94574

Organization Physical Address*

1345 Charter Oak Ave, St Helena, CA 94574

Federal Tax ID Number and Status*

94-2864103

How Long Has Organization Served Community (Years & Months)*

Forty two years

Project Name*

Pet Wellness Clinics for Low-Income Residents

Requested Grant Amount*

$4300

Do You Have Matching Funds?*

No but the veterinarians are donating their time and PetCo has donated vaccines

Please List Any Matching Funds and Sources

Alley Cat Small Animal Hospital and PetCo

Total Project Cost*

$4300

Describe how your Project ties to the City's Goals, Mission/Vision Statement, funding philosophy, and how your application and organization incorporates the principles of diversity, equity, and inclusion.*

According to data from Data USA, nearly 7% of St. Helena residents are living below the poverty line, which is set at a modest $14,614 for a single individual. This stark figure highlights a significant disparity between the economic data and the lived experiences of low-income and fixed-income residents in our community. The median income required to sustain a livelihood in St. Helena is estimated at $60,379, emphasizing the challenges faced by those with limited financial resources.

Our proposed initiative, the St Helena Pet Wellness Clinics, aims to address the healthcare needs of the vulnerable population's pets within our community, particularly seniors and the Hispanic population, who have historically encountered barriers in accessing veterinary services for their beloved animal companions. Factors such as the prohibitive cost of veterinary care and transportation challenges to reach veterinary facilities contribute to the insufficient care pets receive in these households.

Moreover, like many areas in Napa County, St. Helena grapples with the issue of community cats, many of which remain unsterilized and endure hardships in vineyards and residential neighborhoods. To mitigate this problem, our program includes provisions for spay/neuter vouchers that can be redeemed at Napa Humane, targeting both winery and community cats. By curbing the unchecked reproduction of cats on our streets, we aim to alleviate the strain on local resources and enhance the overall well-being of our community and its animal inhabitants.

At We Care Animal Rescue, we embody diversity, equity, and inclusion in every aspect of our organization. We actively seek out diverse talent during our recruitment process, recognizing the value of varied perspectives and experiences in fostering innovation and growth. Our team reflects a rich tapestry of ages, backgrounds, and identities, with a majority being women. We are committed to bridging socio-economic divides within our community, ensuring that all individuals have access to our programs and services. Through our volunteer program, we amplify diverse voices and talents, fostering a sense of belonging for all. Equity is paramount in our operations, reflected in our fair pay structures and comprehensive anti-harassment and non-discrimination policies. We prioritize education and awareness, offering in-person DEI workshops to continuously cultivate an inclusive culture. Inclusion is woven into the fabric of our organization, evident in our all-staff meetings, open-door policies, and cross-training initiatives. We believe that by embracing diversity, championing equity, and fostering inclusion, we not only create a more equitable workplace but also contribute to building a better world for all beings.

If your organization doesn't have a specific equity focus – it doesn't make you ineligible or less competitive. A lack of focus or experience with equity will not preclude you from receiving a grant, but we do ask you to think honestly and engage meaningfully about disparities that exist in your organization and in the community and how your work addresses those disparities. We recognize that not all organizations have had the same opportunities to learn about practicing and promoting equity and we know that diversity and inclusion will look different in different for each organization. We recognize that there isn't a one-size-fits-all approach to integrating diversity, inclusion, and equity into an organization's work. There are common challenges and opportunities but diversity, inclusion, and equity will mean different things to different organizations. We are committed to sharing our learning and supporting the learning of others, including providing opportunities for engagement within the community regarding social justice.

Describe your Project including objectives and goals, who and how many people will benefit, and explain how you will meet these goals within the deadline of June 30, 2025. Please provide a timeline for your Project.*

The Pet Wellness Clinic in St. Helena is dedicated to providing comprehensive care for the beloved pets of our community, with the overarching goal of ensuring the health and safety of both animals and humans alike. Our primary objective is to reach a milestone of serving at least 100 animals by June 2025 through the implementation of two wellness clinics. These clinics will offer essential services such as vaccinations, microchipping, deworming, and access to nutritious food and supplies. Additionally, we will provide spay/neuter vouchers to promote responsible pet ownership and help control the local animal population. By offering these vital services, we aim to enhance the overall well-being of pets while fostering a healthier and more harmonious community environment.

Please include a high-level description of the Project that you are requesting grant funding for. *

The Pet Wellness Clinics aim to provide comprehensive care for pets in the local community, ensuring their health and well-being. At each clinic, pet owners will have access to a range of essential services administered by licensed veterinarians. These services include vaccinations to protect against common diseases, microchipping for identification purposes, and general wellness exams to assess the overall health of pets. Additionally, the clinics will offer nutritious food and essential supplies to support pet owners in meeting their pets' needs. Deworming treatments will be available to address parasitic infections and promote optimal health. Furthermore, the clinics will provide spay/neuter vouchers to encourage responsible pet ownership and help control the pet population. By offering these comprehensive services, the Pet Wellness Clinics aim to improve the quality of life for pets and strengthen the bond between pets and their owners in the community.

** please note I had to attach the Actuals document under Partner Letter as our current year budget and Actuals are not combined in one document.

Attachment 1: Grant Budget *

Pet Wellness Clinic Budgets.xlsx

Attachment 2: Proof of Nonprofit Status*

IRS Determination Letter (1).pdf

Attachment 3: Current Year's Operation Budget & Prior Year Actuals*

Budget.xlsx

Attachment 4: Listing of Grant Funding Received in the Last 12 Months (if applicable)

Grants Awarded 2023.docx

Attachment 5: Partnership Letter(s) (if applicable)

2023 Actuals We Care Animal Rescue.pdf

Pet Wellness Clinic Budget		Cost
Spay/Neuter Vouchers		$ 1,000.00
Marketing Materials		$ 900.00
Pet Wellness Clinics		
	Microchips	$ 500.00
	DeWorming Medication	$ 150.00
	Flea Prevention	$ 1,000.00
	Staff time	$ 450.00
	Syringes, needles, cotton swaps and misc medical	$ 300.00
	Total	**$ 4,300.00**

WE CARE
ANIMAL RESCUE

GRANTS AWARDED 2023

Gotelli Family Fund - $30,000 awarded

Community Project Napa Valley - $10,000 awarded

Friends of San Francisco Animal Care and Control - $3,000 awarded

Syar Foundation - $10,000 awarded

Total Grants Awarded = $53,000