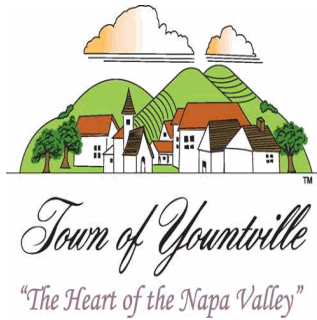


Town of Yountville

6550 Yount Street
Yountville, CA 94599



Meeting Agenda - Final

Tuesday, May 5, 2020

3:15 PM

Special Teleconference Meeting

Town Council

Mayor John Dunbar
Vice Mayor Kerri Dorman
Council Member Margie Mohler
Council Member Marita Dorenbecher
Council Member Jeffrey Durham

The Town of Yountville is committed to complying with the Americans with Disabilities Act (ADA) and other similar federal and state laws in all respects. If, as an attendee or participant in this meeting, or in meetings on a regular basis, you will need special assistance beyond what is provided, the Town will provide reasonable accommodations for you. Individuals who need auxiliary aids or services for effective communication or participation in programs and services of the Town of Yountville are invited to make their needs and preferences known by contacting the Town Clerk at (707) 944-8851 at least 72 hours prior to the meeting. This notice is available in accessible alternate formats from the ADA Coordinator.

1. CALL TO ORDER; CONVENE SPECIAL MEETING - 3:15 P.M.**2. ROLL CALL****3. PLEDGE OF ALLEGIANCE****4. ADOPTION OF AGENDA****5. PROCLAMATIONS AND RECOGNITIONS**

- A. [20-2550](#) Presentation of Proclamation declaring May 2020 as National Public Works Month.

Attachments: [Proclamation](#)

6. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

Individuals will be limited to a three-minute presentation. No action will be taken by the Council as a result of any item presented at this time.

- [20-2556](#) How to Participate during Public Comment at Town Council Meetings During the COVID-19 Emergency Declaration.

Attachments: [Public Comment Participation Instructions](#)

7. CONSENT CALENDAR

- A. [20-2543](#) Adopt Resolution Number 20-3981 Awarding the Bid for the 2020 Sewer Main and Lateral Repairs Project (WW-2020 and WW-3020), Approving a Construction Contract with Robotic Sewer Solutions, Inc. for an amount not to exceed \$84,000, and Authorizing the Town Manager to execute the construction contract.

Attachments: [Resolution](#)
 [Map of Locations](#)

- B. [20-2541](#) Approve minutes of the regular meeting held April 21, 2020.

Attachments: [April 21, 2020 Minutes](#)

8. PRESENTATIONS - NONE**9. PUBLIC HEARINGS**

- A. [20-2482](#) USE PERMIT REQUEST - NAPA VALLEY BALLOONS
Consider Adoption of Resolution Number 20-3982 Approving a Use Permit for Napa Valley Balloons to conduct hot air balloon launches from an open field within the existing vineyard at 6406 Washington Street.

Attachments: [Resolution](#)
 [Applicant's Project Narrative](#)
 [Launch Site Photo Facing North](#)
 [Launch Site Photo Facing South](#)
 [Sound Measurements](#)
 [Letter of Support](#)
 [Land Use Permit Application](#)

10. ADMINISTRATIVE / REGULAR ITEMS

- A. [20-2535](#) HOME INVESTMENT PARTNERSHIP PROGRAM - GRANT APPLICATION AMENDMENT
Consider Adoption of Resolution Number 20-3983 Approving Amendment to the 2018 Application to the California State Department of Housing and Community Development for a Grant of up to \$500,000 Under the HOME Investment Partnership Program in Response to the COVID-19 Pandemic.

Attachments: [Resolution](#)
 [TBRA Program Guidelines](#)
 [HOME Services Agreement with HACN](#)

- B. [20-2526](#) LEASE REVENUE BONDS, SERIES 2013
Consider Adoption of Resolution Number 20-3984 Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with the Refunding of the Outstanding Yountville Finance Authority Lease Revenue Bonds, Series 2013, and Authorizing and Directing Certain Actions with Respect Thereto.

Attachments: [Resolution](#)
 [Letter Agreement for Purchase](#)
 [Site and Facility Lease](#)
 [Lease Agreement](#)
 [Escrow Agreement](#)
 [Termination Agreement](#)

- C. [20-2510](#) CANNABIS ORDINANCE DISCUSSION
Discussion and possible direction regarding the Town Council placing two ballot initiatives on the November 2020 election regarding cannabis retail businesses.
(This Item is for Discussion Only - No Action is Being Taken)

Attachments: [Cannabis Business License Tax Ordinance](#)
 [Commercial Cannabis Ballot Measure](#)

- D. [20-2548](#) HOPPER CREEK PEDESTRIAN PATH
Consider Adoption of Resolution Number 20-3985 Authorizing the Town Manager, on behalf of the Town, to sign the necessary documents to purchase real property located at 6470 Washington Street, APN 036-090-021 and for a temporary construction easement for the Hopper Creek Pedestrian Path (PK-0003) Segment from Oak Circle to Mission Street .

Attachments: [Resolution](#)

- E. [20-2485](#) YOUNTVILLE ELEMENTARY SCHOOL ART SCULPTURE
Consider Adoption of Resolution Number 20-3986 Approving the Design and Acquisition of the Permanent Yountville Art Walk Sculpture in Recognition of Yountville Elementary School, Approving the Location of the Sculpture and Allocating \$10,000 in Funding.

Attachments: [Resolution](#)
 [Sculpture Final Design](#)

- F. [20-2536](#) NAPA COUNTY GROUNDWATER COMMITTEE - YOUNTVILLE STAFF REPRESENTATIVE
Consider appointment of a Yountville Representative to the Napa County Groundwater Sustainability Plan Advisory Committee.

Attachments: [Napa County Media Release](#)

- G. [20-2554](#) SETTLEMENT AGREEMENT
Consider Adoption of Resolution Number 20-3987 Approving a Settlement Agreement and Parking Lease with Restoration Hardware.

Attachments: [Resolution](#)
 [Settlement Agreement](#)
 [Parking Lease Agreement](#)
 [Parking Lease Exhibit A - Property Description](#)

11. STAFF INFORMATIONAL REPORTS

- A. [20-2531](#) Bi- Annual Pavement Condition Index (PCI) Update.

Attachments: [Pavement Management Program - Budget Options Report Presentation](#)

12. COUNCIL MEETING REPORTS, COMMENTS AND AGENDA ITEM REQUESTS

- A. Napa County Flood Control & Water Conservation District (Dunbar/Dorman)
- B. LAFCO (Local Agency Formation Commission) of Napa County (Mohler)
- C. League of California Cities Update (Dunbar, Dorman, Mohler, Dorenbecher)
- D. Council Ad Hoc and Standing Committee Reports (All Council)
- E. Reports and Announcements

13. CLOSED SESSION - NONE

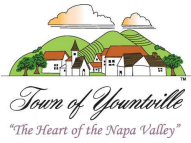
14. ADJOURNMENT

Adjourn to the Town Council Budget Workshop Special Meeting Wednesday, May 13, 2020 at 9:30 a.m. being held by remote Teleconference.

I certify that a copy of this Town Council Agenda was posted at a location freely-accessible to the public at Yountville Town Hall, 6550 Yount Street within the Town of Yountville, the Friday before the meeting.

/s/ Michelle Dahme

Michelle Dahme, Town Clerk



Staff Report

File #: 20-2550, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020

TO: Mayor and Town Council

FROM: Joe Tagliaboschi, Public Work Director, John Ferons, Deputy Director Public Works

TITLE

Presentation of Proclamation declaring May 2020 as National Public Works Month.

DISCUSSION/BACKGROUND

NA

ENVIRONMENTAL REVIEW

NA

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Currently Budgeted? N/A

Where is it Budgeted? NA

Is it Mandatory or Discretionary? N/A

Is there a Staff Resource Impact? N/A

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. **Exceptional Town Services and Staff:** The Town supports its talented staff who deliver high quality municipal programs and services while maintaining public infrastructure for the benefit of the community.

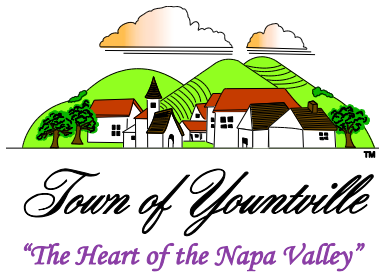
Briefly Explain Relationship to Strategic Plan Goal and Objective. The Public Works Staff takes great pride and displays exception professionalism in their delivery of Public Works related services for those who live in and visit the Town.

ALTERNATIVES

NA

RECOMMENDATION

NA



PROCLAMATION

NATIONAL PUBLIC WORKS MONTH MAY 2020

WHEREAS, Public Works services provided in the Town of Yountville are integral to maintaining buildings and infrastructure, as well as providing a healthy, comfortable and safe environment for residents, visitors and businesses; and

WHEREAS, the skills and experience of our Town of Yountville Public Works staff are integral to the quality and longevity of town facilities and systems, the natural beauty of parks and open space, as well as the planning, design, and construction of a significant number of capital projects; and

WHEREAS, support of municipal services including water, sewers, streets, public buildings, and solid waste collection is critical to the operations of Yountville's Public Works Department; and

WHEREAS, the efficiency of the Yountville Public Works personnel is influenced by the people's positive attitude and understanding of the importance of the work they perform; and

WHEREAS, our Public Works staff prioritize service to Yountville residents, visitors and businesses, regardless of the timing or natural conditions in which they work, including during wildfires, floods, power outages, severe weather and other challenging circumstances.

WHEREAS, the dedication and professionalism of the Public Works staff has been highlighted these past few months during the COVID-19 pandemic response, as they set aside personal obligations at home to maintain uninterrupted service for our residents.

NOW, THEREFORE, BE IT RESOLVED, that I, John F. Dunbar, Mayor of the Town of Yountville do hereby proclaim May 2020 as "National Public Works Month". I ask all citizens and civic organizations in the Town of Yountville to recognize the contributions our public works staff make every day to our health, safety and high quality of life.

John F. Dunbar, Mayor

Dated: May 5, 2020



Staff Report

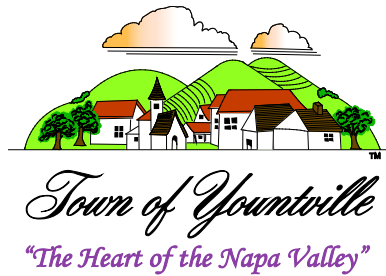
File #: 20-2556, Version: 1

How to Participate during Public Comment in Town Council Meetings during the COVID-19 Emergency Declaration

The Town of Yountville is committed to public comment participation in Town government in a manner that is consistent with guidance provided by the Napa County Public Health official. These guidelines relate to social distancing, and are intended to protect everyone, especially those over 65 and those with other medical conditions.

The Town of Yountville has taken steps to utilize technology to encourage full public comment participation during Town Council Meetings in order to comply with public health guidance.

Please see attachment on how to provide public comment remotely.



THE TOWN OF YOUNTVILLE ENCOURAGES ONLINE PUBLIC COMMENT PARTICIPATION IN TOWN COUNCIL MEETINGS AND OTHER TOWN MEETINGS BEING HELD IN CONFORMANCE WITH THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-25-20 AND SUBSEQUENT N-29-20

Yountville, CA – The Town of Yountville is committed to public participation in Town government in a manner that is consistent with guidance provided by the Governor and Napa County Public Health officials. These guidelines relate to social distancing, and are intended to protect everyone, especially those over 65 and those with other medical conditions.

The Town of Yountville has taken the following steps to utilize technology and to encourage full public comment participation during Town Council Meetings and Other Town Meeting Bodies in order to comply with public health guidance.

1. The Town Council meetings and other Town Meeting bodies can be observed live on the Town's website at www.townofyountville.com or on our local cable TV Channel 28. *Parks & Recreation Advisory are viewable on Channel 28 Only.
2. Meetings are live-streamed via the Town's website by selecting this link directly <https://townofyountville.legistar.com/Calendar.aspx> and clicking on the "In Progress" button. Anyone with a computer, laptop, or mobile device and internet access can view our Town Council meetings live online.
3. If you would like to comment on an item, public comments may be emailed to publiccomment@yville.com. Please include in the subject line "COMMENT TO COUNCIL" or "COMMENT TO ZDRB". Any written testimony submitted will be provided to the Council members electronically, may be read into the record, and will become part of the meeting archive as long as it is received during public comment and prior to the Council's vote on the item.

Town staff will continue to evaluate these steps after meetings in order to improve our remote public participation process. These steps are designed to make our meeting accessible to everyone, but if you need additional accommodations for remote participation, please contact the Town Clerk at 707-944-8851 or by email at mdahme@yville.com.

If you are a member of the public, and have questions regarding COVID-19 testing, hygiene or other recommended guidance, please visit the Town's website at <http://www.townofyountville.com/about-yountville/covid-19-information-and-updates>

Thank you in advance for your cooperation and understanding!



Staff Report

File #: 20-2543, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020

TO: Mayor and Town Council

FROM: Joe Tagliaboschi, Public Works Director, Erica Teagarden, Management Analyst

TITLE

Adopt Resolution Number 20-3981 Awarding the Bid for the 2020 Sewer Main and Lateral Repairs Project (WW-2020 and WW-3020), Approving a Construction Contract with Robotic Sewer Solutions, Inc. for an amount not to exceed \$84,000, and Authorizing the Town Manager to execute the construction contract.

DISCUSSION/BACKGROUND

At the June 17, 2019 Town Council meeting, Council approved the 2019-20 Capital Improvement Plan with WW-2020 and WW-3020 which included the Inflow and Infiltration Reduction Program and the Sewer Main Replacement and Repair Program, respectively.

As allowed under State purchasing guidelines and Town Municipal Code 3.32.200 for Cooperative purchasing with other agencies. This agreement is "piggy-backed" on the existing Napa Sanitation agreement with Robotic Sewer Solutions, Inc. The "Piggy-Backing" policy allows for the use of a competitive bid to be used by other agencies. This is a great tool to get the competitive bid pricing and saving considerable staff time and resources. This is an efficient and effective method to contract out work that has met competitive bidding requirements.

The Inflow and Infiltration Reduction Program (WW-2020) reduces the infiltration of groundwater into the sewer collection system from inline pipe leaks resulting in a reduced need for treating and pumping of sewage and helps to reduce the risk of system overflows and the release of untreated sewage in winter months.

The Sewer Main Replacement and Repair Program (WW-3020) is part of the Town's ongoing program for the routine replacement of its nearly 45,000 feet of sewer main. Replacing and repairing the existing sewer collection system reduces the potential for clogged pipes and/or system overflow and ensures the wastewater collection system is free of leaks and in compliance with state and federal regulations.

Over the last few years, the Town has employed a method of repair known as "slip-lining". This type of rehabilitation seals any cracks or holes in the host pipe by inserting a flexible PVC pipe within the existing pipe. Once the liner is inserted, the lateral pipes that connect to each building are then re-instated by use of a camera and remote cutter to cut a hole in the liner to allow sewer service to continue. This method also eliminates any street excavation normally associated with sewer main replacement. The slip lining process re-sets the service life clock of the sewer mainline back to the 50-year lifespan estimate.

The rehabilitation method described above had not previously accounted for the sealing of the connection of the lateral to the sewer main. Technology and equipment innovations have improved to create a method to seal this connection. A repair commonly known as a “top hat” seals the host pipe as well as a short section of the sewer lateral that creates a smooth watertight seal to keep unwanted water and/or roots from entering the previously unsealed connection.

There are approximately eighty-eight (88) sewer laterals that are proposed for this rehabilitation process. After which, sections of sewer main that are “slip-lined” in the future, will have this method included as part of the project.

The combined WW-2020 and WW-3020 budget is \$154,760. The contracted work is not to exceed \$84,000 which is well within the budgeted amount.

Staff recommends that Council award the bid for the 2020 Sewer Main and Lateral Repairs Project (WW-2020 and WW-3020) and approve a construction contract with Robotic Sewer Solutions, Inc for an amount not to exceed \$84,000, and authorize the Town Manager to execute the construction contract.

ENVIRONMENTAL REVIEW

Categorically Exempt per California Environmental Quality Act (CEQA) Guideline; Class 2, Replacement or Reconstruction.

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it Currently Budgeted? Yes

Where is it Budgeted? Sewer Collections Enterprise Fund Capital Projects (WW-2020 Inflow and Infiltration Reduction Program, WW-3020 Sewer Main Replacement Program).

Is it Mandatory or Discretionary? Discretionary

Is there a Staff Resource Impact? Nominal

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. **Responsible Fiscal Policy:** The Town maintains its fiscal health through policies designed to maximize economic opportunities, manage expenses, and ensure prudent reserves.

Briefly Explain Relationship to Strategic Plan Goal and Objective. It is sound fiscal policy to plan for and replace aging utility infrastructure. In addition, the National Pollution Elimination Discharge System (NPDES) permit to operate this utility requires these capital expenditures at a minimum to continue the permit with the Department of Water Resources.

ALTERNATIVES

Receive staff report.

Offer alternatives to staff recommendation.

Reject the bid and ask staff to resolicit the request for bids.

RECOMMENDATION

Adopt Resolution Number 20-3981 Awarding the Bid for the 2020 Sewer Main and Lateral Repairs Project (WW-2020 and WW-3020), Approving a Construction Contract with Robotic Sewer Solutions, Inc. for an

amount not to exceed \$84,000, and Authorizing the Town Manager to execute the construction contract.

Town of Yountville

Resolution Number 20-3981

Adopt Resolution Number 20-3981 Awarding the Bid for the 2020 Sewer Main and Lateral Repairs Project (WW-2020 and WW-3020), Approving a Construction Contract with Robotic Sewer Solutions, Inc. for an amount not to exceed \$84,000, and Authorizing the Town Manager to execute the construction contract.

Recitals

- A. At the June 17, 2019 Town Council meeting, Council approved the 2019-20 Capital Improvement Plan with WW-2020 and WW-3020 which consisted of the Inflow and Infiltration Reduction Program and the Sewer Main Replacement and Repair Program, respectively.
- B. The Town followed Municipal Code 3.32.200 Cooperative purchasing with other agencies and piggy-backed with the existing Napa Sanitation District agreement with Robotics Sewer Solutions.
- C. The contract requires Town Council approval per the policy and Municipal Code for any contract exceeding \$60,000 annually.

Now therefore, the Town Council of the Town of Yountville does resolve as follows:

- 1. Adopts Resolution approving Construction Services Contract with Robotics Sewer Solutions to perform Sewer main and lateral repairs in various locations in a not to exceed amount of \$84,000.
- 2. Hereby authorizes the Town Manager to execute a construction contract, change orders and amendments up to the budget amount.
- 3. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 5th day of May, 2020, by the following vote:

AYES:

NOES:

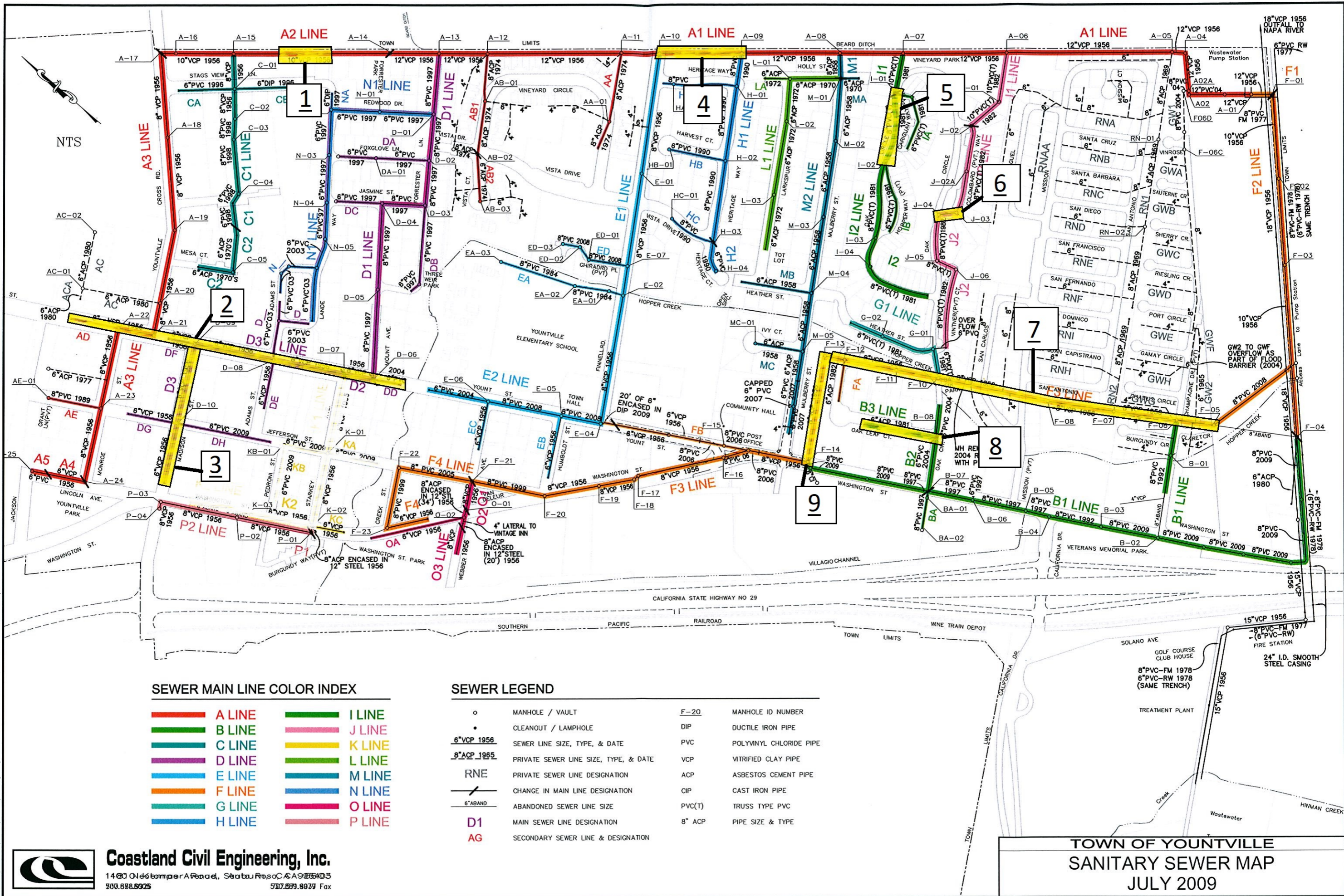
ABSENT:

ABSTAIN:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, CMC
Town Clerk



SEWER MAIN LINE COLOR INDEX

—	A LINE	—	I LINE
—	B LINE	—	J LINE
—	C LINE	—	K LINE
—	D LINE	—	L LINE
—	E LINE	—	M LINE
—	F LINE	—	N LINE
—	G LINE	—	O LINE
—	H LINE	—	P LINE

SEWER LEGEND

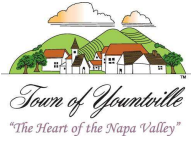
o	MANHOLE / VAULT	F-20	MANHOLE ID NUMBER
•	CLEANOUT / LAMPHOLE	DIP	DUCTILE IRON PIPE
6"VCP 1956	SEWER LINE SIZE, TYPE, & DATE	PVC	POLYVINYL CHLORIDE PIPE
8"ACP 1985	PRIVATE SEWER LINE SIZE, TYPE, & DATE	VCP	VITRIFIED CLAY PIPE
RNE	PRIVATE SEWER LINE DESIGNATION	ACP	ASBESTOS CEMENT PIPE
6"ABAND	CHANGE IN MAIN LINE DESIGNATION	CIP	CAST IRON PIPE
6"ABAND	ABANDONED SEWER LINE SIZE	PVC(T)	TRUSS TYPE PVC
D1	MAIN SEWER LINE DESIGNATION	8" ACP	PIPE SIZE & TYPE
AG	SECONDARY SEWER LINE & DESIGNATION		



Coastland Civil Engineering, Inc.
1480 Old Empier Avenue, Sausalito, CA 94965
300.888.8925 507.899.8979 Fax

TOWN OF YOUNTVILLE
SANITARY SEWER MAP
JULY 2009

Top Hat list	
#1	8
#2	14
#3	1
#4	8
#5	5
#6	0
#7	4
#8	15
#9	33
Total	88



Staff Report

File #: 20-2541, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020

TO: Mayor and Town Council

FROM: Michelle Dahme, CMC, Town Clerk

TITLE

Approve minutes of the regular meeting held April 21, 2020.

DISCUSSION/BACKGROUND

Staff requests approval of the minutes of the regular meeting held April 21, 2020.

ENVIRONMENTAL REVIEW

Exempt per California Environmental Act (CEQA) Guideline, Section 15061(b)(3)

FISCAL IMPACT

Is there a Fiscal Impact? N/A

Is it Currently Budgeted? N/A

Where is it Budgeted? N/A

Is it Mandatory or Discretionary? Mandatory

Is there a Staff Resource Impact? Nominal

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Indirectly

If yes, Identify Strategic Goal and Objective. **Exceptional Town Services and Staff:** The Town supports its talented staff who deliver high quality municipal programs and services while maintaining public infrastructure for the benefit of the community.

Briefly Explain Relationship to Strategic Plan Goal and Objective. Minutes are required to ensure the Legislative History of Town Council actions is maintained.

ALTERNATIVES

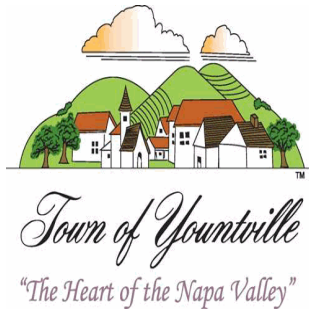
N/A

RECOMMENDATION

Approve minutes of the regular meeting held April 21, 2020.

Town of Yountville

6550 Yount Street
Yountville, CA 94599



Meeting Minutes - Draft

Tuesday, April 21, 2020

6:00 PM

Special Teleconference Meeting

Town Hall Council Chambers

Town Council

Mayor John Dunbar
Vice Mayor Kerri Dorman
Council Member Margie Mohler
Council Member Marita Dorenbecher
Council Member Jeffrey Durham

***** IMPORTANT NOTICE: This Town Council Meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 and Napa County Health Officials regarding the COVID-19 pandemic.**

1. CALL TO ORDER; CONVENE REGULAR MEETING - 6:00 P.M.

Mayor Dunbar convened the Teleconference meeting at 6:00 p.m.

2. ROLL CALL

Mayor Dunbar was present in Council Chambers. Vice Mayor Dorman and Council Members Mohler and Durham participated via remote Teleconference.

Council Member Dorenbecher was excused.

Mayor Dunbar, as part of the remote Teleconference meeting, asked each Council Member the following questions:

Are you able to hear the proceedings?
Do you have a copy of the agenda for this meeting?

Response: Each Council Member responded Yes.

Mayor Dunbar further clarified for the Teleconference process that any vote taken during the Teleconference portion of the meeting will be taken by a roll call vote from the Town Clerk.

Present: 4 - Mayor John Dunbar, Vice Mayor Kerri Dorman, Council Member Margie Mohler, and Council Member Jeffrey Durham

Excused: 1 - Council Member Marita Dorenbecher

3. PLEDGE OF ALLEGIANCE

The pledge of allegiance was held.

4. ADOPTION OF AGENDA

A motion was made by Council Member Mohler, seconded by Vice Mayor Dorman to Adopt the Agenda. The motion carried by the following roll call vote:

Aye: 4 - Mayor Dunbar, Vice Mayor Dorman, Council Member Mohler, and Council Member Durham

Excused: 1 - Council Member Dorenbecher

5. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

None Received

[20-2538](#) How to Participate during Public Comment at Town Council Meetings

During the COVID-19 Emergency Declaration.

Attachments: [Online Public Comment Participation Instructions](#)

6. CONSENT CALENDAR

- A. [20-2529](#) Receive and file Monthly Financial Report for March 2020.

Attachments: [Monthly Financial Report](#)

This Informational Report was received.

- B. [20-2539](#) Receive and file CalFire Public Safety Quarterly Report.

Attachments: [Quarterly Report](#)
[PowerPoint](#)

This Informational Report was received.

- C. [20-2540](#) Receive and file Sheriff Public Safety Quarterly Report.

Attachments: [Quarterly Report](#)
[PowerPoint](#)

This Informational Report was received.

- D. [20-2460](#) Approve minutes of the regular meeting held April 7, 2020.

Attachments: [April 7, 2020 Minutes](#)

The Minutes were approved.

Approval of the Consent Agenda

A motion was made by Council Member Mohler, seconded by Vice Mayor Dorman to approve the Consent Calendar items. The motion carried by the following roll call vote:

Aye: 4 - Mayor Dunbar, Vice Mayor Dorman, Council Member Mohler, and Council Member Durham

Excused: 1 - Council Member Dorenbecher

7. PRESENTATIONS - NONE

8. PUBLIC HEARINGS

- A. [20-2467](#) TENTATIVE PARCEL MAP
Consider Adoption of Resolution Number 20-3977 Approving a Tentative Parcel Map to subdivide an existing ±11,405 square foot parcel into two parcels consisting of a ±6,602 square-foot parcel and a

±4,803 square foot parcel located at 2 Tallent Lane (APN 036-041-032).

Attachments: [Resolution](#)
[Tentative Map](#)

John Ferons, Deputy Public Works Director, presented staff report and noted correction to dates referenced in the staff report to reflect the front parcel design review was approved January 20, 2019 and the rear parcel design review was approved in February 12, 2019.

Public Hearing Held

Ken Miller, Applicant, gave brief presentation and asked questions for clarification.

Public Comment - None

No ecomments were submitted to Council iPads and no email public comments were received at publiccomment@yville.com.

Following Town Council discussion, Council took the following action:

A motion was made by Vice Mayor Dorman, seconded by Council Member Mohler to Adopt the Resolution. The motion carried by the following roll call vote:

Aye: 4 - Mayor Dunbar, Vice Mayor Dorman, Council Member Mohler, and Council Member Durham

Excused: 1 - Council Member Dorenbecher

- B.** [20-2532](#) MUNICIPAL CODE AMENDMENT
Introduce and Waive the First Reading of Ordinance Number 20-497 Amending Sections 17.177.015, 17.177.020, 17.177.030, and 17.177.050 of the Yountville Municipal Code regarding the Public Art Program.

Attachments: [Ordinance - Clean](#)
[Ordinance - Red Line Version](#)
[Council Staff Report from 4-15-2016](#)

Samantha Holland, Parks & Recreation Director, presented staff report and advised of one proposed modification to the ordinance in section 17.177.030 Application adding "and maintain" back to the first sentence.

Public Hearing Held

Public Comment - None

No ecomments were submitted to Council iPads and no email public

comments were received at publiccomment@yville.com.

Following Town Council discussion, Council took the following action:

A motion was made by Vice Mayor Dorman, seconded by Council Member Durham to Introduce and Waive the Reading of the Ordinance, as amended to add "and maintain" back to the first sentence of Ordinance section 17.177.030 Application. The motion carried by the following roll call vote:

Aye: 4 - Mayor Dunbar, Vice Mayor Dorman, Council Member Mohler, and Council Member Durham

Excused: 1 - Council Member Dorenbecher

C. [20-2505](#) MUNICIPAL CODE AMENDMENTS

In an effort to not miss your public comment, please submit to publiccomment@yville.com.

Introduce and Waive the First Reading of Ordinance 20-492 Amending Chapters 17.08 Definitions, 17.16 Zoning by Land Use Designation, 17.36 PF Public Facilities, 17.48 PC Primary Commercial, and 17.52 RSC Residential-Scaled Commercial of Title 17 and Chapter 18.40 Commercial Buildings of Title 18; adding Chapter 17.82 MU Mixed Use Overlay to Title 17 and Chapter 18.42 Public Facilities Buildings and Chapter 18.46 Building Height Exceptions to Title 18 of the Yountville Municipal Code;

Introduce and Waive the First Reading of Ordinance 20-493 Amending Section 17.16.010 Zoning Map of the Yountville Municipal Code to Incorporate Reclassification of a portion of the property located at 6462 Washington Street (APN 036-090-052) from Residential-Scaled Commercial (RSC) to Planned Development (PD);

Introduce and Waive the First Reading of Ordinance 20-494 Amending Section 17.16.010 Zoning Map of the Yountville Municipal Code to Incorporate Reclassification of two vacant parcels located at the northeast corner of the intersection of Jefferson and Humboldt Streets (APNs 036-054-022 and 03-054-023) from Old Town Historic (H) to Residential-Scaled Commercial (RSC);

Introduce and Waive the First Reading of Ordinance 20-495 Amending Section 17.16.010 Zoning Map of the Yountville Municipal Code to incorporate the Creekside (C) Overlay District, the Gateway (G) Overlay District, and to reclassify the properties located at 6644, 6670, 6690, 6702, 6706 and 6712 Washington Street (APNs 036-035-009,

036-035-018, 036-035-014, 036-034-008, 036-034-009 and 036-034-001) to include the Mixed Use (MU) Overlay District;

Introduce and Waive the First Reading of Ordinance 20-496 Amending Section 17.16.010 Zoning Map of the Yountville Municipal Code to Prezone a portion of the Property Located at 1 California Drive (APN 034-140-022) to Primary Commercial (PC); and

Adopt Resolution Number 20-3978 Adopting a Definition of Substantial Community Benefit to Guide the Decision-Making in Considering Requests for the Height Bonus as Allowed in Sections 17.36.025 and 17.48.040 of the Yountville Municipal Code.

Attachments: [Ordinance 1 \(20-492\)](#)
[Ordinance 2 \(20-493\)](#)
[Ordinance 2 \(20-493\) Exhibit](#)
[Ordinance 3 \(20-494\)](#)
[Ordinance 3 \(20-494\) Exhibit](#)
[Ordinance 4 \(20-495\)](#)
[Ordinance 5 \(20-496\)](#)
[Ordinance 5 \(20-496\) Exhibit](#)
[Exhibit A Draft Zoning Map](#)
[Resolution](#)
[Red-Lined PF District](#)
[Red-Lined PC District](#)
[Red-Lined RSC District](#)
[Red-Lined Mixed Use Overlay](#)
[Red-Lined Height Exceptions](#)
[Red-Lined Live-Work Design Standards](#)
[EIR Addendum](#)

Mayor Dunbar announced Public Hearing Item 8.C. Municipal Code Amendments and Introduced and Waived the Reading of the Titles to Ordinance Numbers 20-492, 20-493, 20-494, 20-495, and 20-496 and the Title to Resolution Number 20-3978.

Sandra Liston, Planning & Building Director, presented staff report.

Public Hearing Held

Public Comment Held

The following individual submitted email comment to publiccomment@yville.com: Clark Thompson.

Following Town Council discussion, Council recommended changes to the Resolution Exhibit A Recitals shown below:

4. Provision of commercial retail building space that results in increased business diversity.
8. Incorporation and use of clean energy technologies and environmentally responsible building techniques that significantly reduce greenhouse gas emissions beyond existing code requirements.

A motion was made by Council Member Mohler, seconded by Vice Mayor Dorman to Introduce and Waive the Reading of Ordinance Numbers 20-492, 20-493, 20-494, 20-495, and 20-496 and adopt Resolution Number 20-3978, as amended above. The motion carried by the following roll call vote:

Aye: 4 - Mayor Dunbar, Vice Mayor Dorman, Council Member Mohler, and Council Member Durham

Excused: 1 - Council Member Dorenbecher

9. ADMINISTRATIVE / REGULAR ITEMS

- A.** [20-2528](#) CHAMBER OF COMMERCE AGREEMENT
Consider Adoption of Resolution Number 20-3980 Approving a Professional Services Agreement between the Town of Yountville and the Yountville Chamber of Commerce for the Provision of Marketing and Promotional Services and Operation of Visitor Information Center from July 1, 2020 through June 30, 2023.

Attachments: [Resolution](#)
 [Chamber of Commerce Agreement](#)

Steve Rogers, Town Manager, presented staff report.

Public Comment Held

The following individual submitted email comment: Billie Hewitt.

Vice Mayor Dorman recommended changes to the first sentence of Resolution Recital F. to read "The Town does not have in-house staff expertise with a background in tourism and destination marketing and therefore the Town seeks to partner with the Chamber to...".

Council Member Durham expressed concerns about the 3% annual adjustment to the Chamber Agreement not being enough and suggested moving forward that the Town have more discussion regarding the Chamber Agreement either during the upcoming budget workshop or within the next year which would include revisiting formulas and looking at other financial models.

Mayor Dunbar commented that the Town will be discussing all items in the budget.

Council Member Mohler concurred with Council Member Durham's comments.

Following Town Council discussion, Council took the following action:

A motion was made by Vice Mayor Dorman, seconded by Council Member Durham to Adopt the Resolution amending Resolution Recital F. to include "The Town does not have in-house staff expertise with a background in tourism and destination marketing and therefore the Town seeks to partner with the Chamber to...". The motion carried by the following roll call vote:

Aye: 4 - Mayor Dunbar, Vice Mayor Dorman, Council Member Mohler, and Council Member Durham

Excused: 1 - Council Member Dorenbecher

MEETING RECESS

Meeting went into Recess

Meeting Reconvened

B. [20-2527](#) LAW ENFORCEMENT AGREEMENT

Consider Adoption of Resolution Number 20-3979 Approving Amendment Number Four (4) to Napa County Agreement 170880B for Provision of Law Enforcement Services between the County of Napa and the Town of Yountville.

Attachments: [Resolution](#)
[Law Enforcement Agreement](#)
[Law Enforcement Agreement Exhibit A-4](#)

Steve Rogers, Town Manager, presented staff report.

Jon Crawford, Undersheriff, Napa County Sheriff presented brief comments.

Public Comment - None

Following Town Council discussion, Council took the following action:

A motion was made by Vice Mayor Dorman, seconded by Council Member Durham to Adopt the Resolution. The motion carried by the following roll call vote:

Aye: 4 - Mayor Dunbar, Vice Mayor Dorman, Council Member Mohler, and Council Member Durham

Excused: 1 - Council Member Dorenbecher

10. STAFF INFORMATIONAL REPORTS

- A. [20-2499](#) Annual administrative update of the Master Fee Schedule.

Attachments: [Master Fee Schedule FY 20-21](#)

[Master Fee Schedule Additions Exhibit A](#)

[Appendix - Index of Resolutions and Ordinances Establishing Fees](#)

[February 2020 CPI](#)

Celia King, Finance Director, presented annual update of the Master Fee Schedule.

Samantha Holland, Parks & Recreation Director, provided an update on the Neighbors Helping Neighbors program which has evolved in response to the COVID-19 issue. Director Holland reported staff and volunteers deployed over 1,000 door hangers. As a result of those door hangers, Parks & Recreation staff received nine calls for assistance varying from simple things to more complex things and they are helping to triage those requests and direct people to the right resources. In addition, people have expressed that they are very thankful that someone is available to talk to.

Director Holland also reported that she and Town Manager Rogers were invited to give a presentation at a League of California Cities Seminar on Thursday, April 23, 2020, regarding small towns and how they have been impacted during the COVID-19 issue and what they are doing to support their residents.

Town Manager Rogers reported he was just notified via text message from the Napa County Executive Officer that the new Public Health Order will be effective Wednesday, April 22, 2020, at 9:00 a.m. and will follow the Santa Clara model with regard to face coverings which are strongly encouraged but not mandated.

Mayor Dunbar added that on Wednesday, April 22, 2020, at noon Governor Newsom, as part of his almost daily updates, will be sharing some details of the State's reopening strategy.

Mayor Dunbar requested Joe Tagliaboschi, Public Works Director, provide updates on projects completed and in progress.

Director Tagliaboschi reported on the following:

Oak Circle Paving (included Heather and Oak Leaf Court) is substantially complete and paid for by Measure T funds.

Multi-Use Path from Finnell to Yount is in the process of having asphalt portion removed and replaced with concrete.

Community Center, Community Hall and Town Hall parking lots have been slurry sealed and the Vine Trail Bike Path will be slurry sealed by the end of the

month or first part of next month.

11. COUNCIL MEETING REPORTS, COMMENTS AND AGENDA ITEM REQUESTS

Agendas and Minutes related to Council Members meeting attendance are maintained separately by the various meeting bodies.

A. Napa County Flood Control & Water Conservation District (Dunbar/Dorman)

Mayor Dunbar participated in Teleconference meeting and noted there was nothing of significance to report at this time.

B. Napa Valley Transportation Authority (NVTA) (Dunbar, Dorman, Mohler, Durham)

Vice Mayor Dorman participated in Teleconference meeting and reported on the following:

The State Route 29 Corridor Plan has been released for public comment and covers Imola Avenue to Highway 37. More information can be found at SR29corridorplan.com and a public workshop is being held via zoom Thursday, April 23, 2020, at 6:30 p.m..

NVTA is also delivering food, taking homeless population to shelters and providing services as first/emergency responders during this time.

C. Reports and Announcements

Council Member Mohler reported on the following:

Participated in the Upper Valley Waste Management Authority (UVWMA) meeting held April 20, 2020, and announced the County is no longer providing legal representation to the Authority and the Authority officially hired the legal firm of Colantuono, Highsmith & Whatley, PC with our Town Attorney, Gary Bell becoming the Authority attorney.

UVWMA reported a lot of businesses, because they are closing throughout our jurisdiction, have cancelled their service and according to the company 60% of their income is from businesses and they are now seeing losses of about \$135,000 per month, and if this continues for four more months they could be seeing a deficit of \$800,000 to a \$1,000,000.

Also heard some Yountville businesses have cancelled their service and commented the Town has mandatory service so is unsure how the service can be cancelled.

Cancelled Shred-it Day last Friday and Director Holland clarified the Yard Sale and Trash pick-up were postponed and they hope to reschedule some time in the summer.

Council Member Durham reported on the following:

Regarding the Yount Street Path project, people can stand on his porch and watch the old asphalt being removed for about five hours each day.

Participated in the Yountville Elementary School Art Sculpture Ad Hoc Committee Teleconference meeting held Monday, April 20, 2020, and came away with positive feedback and hopes to present ideas to Council in May.

Mayor Dunbar commented he and several members of Council are involved with the League of California Cities and reported on the following:

They are receiving a lot of information regarding the public health care response from the State and National levels.

He is involved with the U.S. Conference of Mayors, the National League of Cities and the League of California Cities, so is gathering information from many locations and complimented Eddy Gomez, Management Fellow, for staying on top of the updates throughout the Towns' social media platforms.

Yountville had its first case of COVID-19 on Friday, April 17, 2020, and provided a summary of the process involved.

Town Manager and the Mayor continue to have teleconference calls Mondays, Wednesdays and Fridays and receive updates on data regarding tests and reported there will be an announcement in the next day or two regarding a new testing process that will be coming to Napa County so look for that news from Napa County.

Acknowledged that we are all paying close attention to the impacts to our residents personally and our business sector. Commented the Town is having multiple conversations with the Chamber of Commerce and business leaders on a recovery strategy and hope to get guidance from the Governor on how we restart the California economy and the Yountville economy in particular.

12. CLOSED SESSION - NONE

13. ADJOURNMENT

A motion made by Council Member Mohler, seconded by Vice Mayor Dorman was unanimously approved to adjourn at approximately 9:30 p.m. to the Town Council Special Teleconference Meeting Tuesday, May 5, 2020 at 3:00 p.m. being held remotely.

ATTEST:

Michelle Dahme, CMC
Town Clerk

Date Approved: May 5, 2020



Staff Report

File #: 20-2482, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020

TO: Mayor and Town Council

FROM: Curtis Sawyer, Assistant Planner
Planning & Building Director

Sandra Liston,

Applicant: Napa Valley Balloons, Inc.

Owner: Roman Catholic Bishop of Santa Rosa

Location: St. Joan of Arc Catholic Church, 6406 Washington Street; APN 036-090-022-000

Land Use Classification: Mixed Residential RM

TITLE

Consider Adoption of Resolution Number 20-3982 Approving a Use Permit for Napa Valley Balloons to conduct hot air balloon launches from an open field within the existing vineyard at 6406 Washington Street.

PROJECT SITE

The project site is located on an approximately 16.89-acre parcel that is currently established as vineyard, although the launch site itself is approximately one-third acre or 13,000 square feet in size, consisting of open field within the vineyard. The property is owned by and immediately adjacent to St. Joan of Arc Catholic Church, which sits on a separate parcel. The center of the launch site is located approximately 270 feet from the nearest wall of the church and approximately 160 feet from the nearest wall of the annex structure to the rear of the church. The power lines on the east side of Washington Street are approximately 200 feet from center of launch site.

Beyond the vineyard to the north are residential and lodging uses. Hopper Creek apartments are located approximately 96 feet and the nearest residence at Bella Vista Park is approximately 190 feet from the northernmost spot of the launch site. Further to the north is Hotel Yountville at approximately 315 feet. Agricultural uses in Napa County are located to the east, past the Town limits.

Since the proposed launch site currently is an unused, open field, it is ready to be used as-is with no modifications. No permanent structures or physical alterations are proposed as a part of this application.

Balloons Above the Valley and Napa Valley Aloft both currently launch from Yountville. One business launches from the south parking lot of the Shops at the Marketplace of Estate Yountville. The other business occasionally launches from the Wine Train but has a preferred location in the County. The Marketplace launch site is located approximately 85 feet to the lodging use at Railway Inn and approximately 125 to the nearest

lodging unit at Hotel Villagio.

DESCRIPTION/BACKGROUND

Napa Valley Balloons has operated in and around Yountville for nearly 40 years. It holds a Use Permit to launch from Vintner's Golf Course and has conducted launches from this location for nine years, but recently lost its ability to launch from this site when the Veterans Home terminated the lease. Prior to launching from Vintners Golf Course, Napa Valley Balloons conducted balloon launches from Washington Square. To the south of Yountville, Napa Valley Balloons has approval from Napa County to conduct launches from a residential parcel on agricultural land in the County. This permit, however, only allows 50 launches per year. The applicant seeks to increase the number of launches per year and return to Yountville.

The applicant has provided a table in the project narrative that provides a breakdown of the proposed number of balloon launches per day per month, the number of days per month launches occur, and the number of days per week flights occur each month. Also included is the meeting time of guests on site and the time inflation begins. Please refer to the project narrative attachment. In general terms, guests arrive on-site between around 5:30 a.m. and 7:00 a.m. with the first launch occurring at sunrise. One to four balloons would be launched depending of time of year and this could take up to two hours, since only one balloon can be inflated at a time. Balloon launches will occur two to five days per week, resulting in approximately 10 to 20 days per month.

The prevailing winds flow from the north-northwest to the south-southeast. Since the launch site is at the southern Town limits it is expected that winds will carry balloons out of the Town limits, generally following the alignment of Highway 29.

On flight days, guests will park at Vintner's Golf Course by agreement and be shuttled to the launch site. Napa Valley Balloons has four balloon chase trucks for equipment and eight balloon chase trucks for guests. One truck and two vans are required per balloon, so when all four balloons are in use, 12 vehicles would be parked in the church parking lot. Vehicles will remain on-site for up to two hours. Once all balloons have launched, chase vehicles will follow the inflight balloons until landing.

DISCUSSION/ANALYSIS

This is the first application for a launch site on the east side of Washington Street, which brings it into close proximity to residential uses. No other approved launch sites are adjacent to residences. Rather, the other approved launch sites in Town are near lodging uses, other commercial uses, and open space.

Noise: Yountville Municipal Code Section 8.04.040.F.6 provides an exemption for hot air balloon launches and low-level operations that have obtained entitlement approval. However, the section also states that "chronic and continued nuisance noise produced by such uses will be cause for conciliation with Town staff to discuss modification of operations to mitigate and abate the nuisance."

In this case, the launches would occur immediately adjacent to residential uses, with the nearest residence being less than 100 feet from the edge of the launch site. According to the applicant's project narrative, it utilizes inflation fans powered by gas motors to fill the balloons with cold air. These fans produce noise in the range of a lawnmower, which are identified in the Town's Noise Ordinance as falling in the 85-90 dB range. Once the balloons reach a certain level of fullness, the balloon burners are turned on to raise the balloon off the ground. The burners produce a swooshing sound. Each balloon can take up to 30 minutes to fill and when all four balloons are in use, an intermittent level of noise can occur for up to two hours, during the early morning hours.

The Noise Ordinance includes a table that defines the maximum nighttime noise standard, which applies until 8:00 a.m., and generally prohibits noise at or over 80 dB. The question is whether objectionable noise can be

heard at the adjoining residences. The launches that occur at Estate Yountville are located approximately 85 feet to Railway Inn (measured from side of balloon, lying down) and 125 feet to Hotel Villagio (measured from top of balloon, lying down). Town staff has not received any complaints about launches from this location; however, it is noted that a guest may have a stay of a few days, while residents live year-round.

To address the concern about noise, the applicant has shared that it launches four balloons simultaneously at a location in Napa County, with the nearest house being 190 feet away on the west side and 290 feet on the east side. The narrative states, that “the property owner feared she would be awakened by inflating balloons. Noise has not been an issue for the property owner and no sleep loss has occurred. Additionally, neighbors due west of the launch site have not had issues regarding the balloons launching either.”

Staff has referred to the Napa County regulations on hot air balloon launches to better understand this issue. Napa County requires that the approving agency make the following finding: “The proposed launch site is located more than 500 feet from any off-site residence or if the launch site is proposed within five hundred feet of any off-site residence, the permittee has submitted written consent to the planning department from the owners or residents of any off-site residence within 500 feet stating that they have no objection to the proposed launch site.” The Town’s Ordinance does not specifically address required setbacks.

Staff is concerned that there may be a level of nuisance noise given the proximity of the launch location to dozens of residential units. Possible solutions include approving the hot air balloon launches subject to a 90-day or six-month review period and if complaints are made and noise demonstrated, the permit could be subject to revocation by the Town Council. Alternately, the Council could require the applicant to submit a certified study of noise generated at certain intervals from the fans and burners to determine actual dB level. Or, the Council could require the applicant obtain the written consent of all residents within a certain distance of the launch site.

While the applicant indicates that noise has not been an issue in the past and the Town itself has not received any noise complaints concerning the in-town launch locations, staff is hesitant to conclude noise will not be an issue of concern to residents.

Parking: Peek parking will consist of 12 vehicles parked at in the north parking lot at the St. Joan of Arc church. The parking lot contains approximately 40 striped parking spaces, with additional parking provided in unstriped tandem locations. Each vehicle will be parked on-site for no more than two hours. Furthermore, the parking would occur during the early morning hours, prior to church services, so no conflicts are anticipated and no concerns are noted.

Letter of Support: Whitney Diver McEvoy, President and CEO of the Yountville Chamber of Commerce, submitted an email supporting the application. It can be found as an attachment to this staff report.

Conclusion: Staff is not concerned with conflicts with the church since the launch activity would occur in the early morning hours and prior to church services and other scheduled events. Parking is not an issue because there is ample parking in the parking lot for the maximum vehicle load of 12 trucks and vans and parking occurs during a time the church is not otherwise in use.

The proposed launch location at the southern end of Town is beneficial because of the prevailing wind pattern that will immediately carry balloons out of the Town limits and away from sensitive uses. Launches would occur in an open field surrounded by vineyards and low-lying buildings, and over 200 feet from the power poles on the east side of Washington.

Staff’s only concern with the launch location is the potential for nuisance noise to residents. Options and potential solution have been presented for the Town Council consideration.

ENVIRONMENTAL REVIEW

Categorically Exempt per California Environmental Quality Act (CEQA) Guideline; Class 1, Existing Facilities

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. **Quality of Life:** The Town enhances the livability of Yountville by providing well-maintained public facilities, parks, and trails, and quality programs and events. **Visionary Leadership:** The Town's leadership maintains an open-minded, forward-thinking decision-making process. We value engagement and participation from all members of the community as we work together to create policies and plan for the future.

Briefly Explain Relationship to Strategic Plan Goal and Objective. Project review to ensure that uses are appropriate for the site and surrounding area.

ALTERNATIVES

1. Approve the project as presented.
2. Do not approve the project as presented and provide feedback to applicant.
3. Deny the project use Permit.

RECOMMENDATION

Receive staff report and direct questions to staff.

Receive the applicant's presentation.

Conduct public hearing and receive testimony.

Conduct Council discussion on the proposed Use Permit request.

Consider Adoption of Resolution Number 20-3982 Approving a Use Permit for Napa Valley Balloons to conduct hot air balloon launches from an open field within the existing vineyard at 6406 Washington Street.

Town of Yountville

Resolution Number 20-3982

Approving a Use Permit for Napa Valley Balloons to conduct hot air balloon launches from an open field within the existing vineyard at 6406 Washington Street, APN 036-090-022

Recitals

- A. Napa Valley Balloons filed an application requesting approval of a Use Permit to allow hot air balloon launches from an unused, open field at 6406 Washington Street.
- B. The project is categorically exempt from the California Environmental Quality Act of 1970 pursuant to Class 1 (Existing Facilities) Section 15301 of CEQA Guidelines.
- C. The proposed balloon launch activity does not conflict with the existing use of the site by St. Joan of Arc Church.
- D. The Town Council conducted a duly noticed public hearing on May 5, 2020, to consider the applicant's request.
- E. The Town Council found that the proposed project is consistent with the intent of the General Plan and Zoning Ordinance.
- F. The Town Council hereby finds that the project satisfies the following use permit findings:
 - 1. The proposed use or feature, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable, and compatible with the neighborhood and community;
The same use has been conducted within town from several different launch locations for many years without negative impacts to the community. Prevailing winds tend to carry the balloons south-southwest of the Town limits, which will minimize flight over Town that could impact residents and businesses. A Condition of Approval is included to avoid flying over residential neighborhoods and commercial areas.
 - 2. Such use or feature, as proposed will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements, or potential development in the vicinity, with respect to aspects including but not limited to the following:
 - a. The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;
The proposed use will have no impact on the existing site and structures and materials associated with launchings will not remain onsite outside of operating hours.
 - b. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

The available parking spaces located at St. Joan of Arc Church will provide ample parking for all Napa Valley Balloon vehicles and equipment. This use will not affect the current Church use, as it will begin prior to normal operating hours.

- c. The safeguards afforded to prevent noxious or offensive emissions such as glare, dust and odor;
This project does not involve materials that create offensive emissions, dust, or odor.
 - d. The proposed use will not result in excessive levels of noise for any period of time;
The inflation fans and balloon burners that are necessary to inflate the balloons have been used for many years at multiple locations in Town without negative impact or complaint. Furthermore, the applicant's experience in launching from a parcel within a couple hundred feet of a residence has not resulted in nuisance noise impacts to the onsite resident. A Condition of Approval has been included to monitor and evaluate the use and possibly revoke the use permit if nuisance noise results from the operation.
 - e. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs; and
This proposal does not include modifications to the existing site.
3. Such use or feature as proposed will comply with the applicable provisions of this Ordinance and will be consistent with the policies and standards of the General Plan.
The proposed the use is consistent with the intent of the General Plan and the applicable policies and ordinances.

Now therefore, the Town Council of the Town of Yountville does resolve as follows:

1. Adopts Resolution Approving the Use Permit for Balloons Above the Valley to conduct hot air balloons launches subject to the following conditions of approval:
 1. Operation of the use shall be substantially as represented on the application materials and as described in the staff report on file with the Planning Department, except as modified by conditions.
 2. The Use Permit granted by this approval allows hot air balloon launches from a one-third acre field within the vineyard adjacent to St. Joan of Arc Church with the limitations described within the staff report and resolution conditions of approval.
 3. Napa Valley Balloons shall launch no more than four (4) hot air balloons per day with no more than 20 launches per month.
 4. Hours of operation for hot air balloon launches shall be limited to the hours of 5:30 a.m. and 9:30 a.m. daily.
 5. This approval is for launching of balloons only. Landing of balloons within the Town limits is prohibited, except as provided below.
 6. Hot air balloons shall take all feasible measures to avoid flying over or landing within the Town limits. If a pilot determines that an unscheduled landing within Town is necessary, the pilot shall comply with the terms of the Hot Air Balloon Incidental Landing Report that requires the pilot make contact with the ground crew so that the crew can contact the Yountville Sheriff.

The Sheriff must be present during the landing. The Report also requires that the pilot complete and submit the form to the Town of Yountville Planning Department as soon as feasible the day of the landing. Failure to submit the report may subject the business to fines and penalties.

7. Town staff shall conduct a 90-day review to evaluate impacts generated by the operation with a special emphasis on noise impacts. If noise or other impacts are demonstrated, the permit may be subject to revocation by the Town Council at a publicly noticed hearing.
8. No changes or alterations to the launch site are allowed or approved by this Use Permit without the prior review and approval by the property owner and Town Council.
9. The Use Permit shall expire two years from date of approval if the use is not commenced.
10. The use shall be subject to the Use Permit Monitoring Fee, invoiced and CPI adjusted annually.
11. The business shall secure and maintain a current Town of Yountville business license.
12. All hot air balloon launching, flying, and landing operations and equipment shall comply with all applicable standards, regulations, codes, and ordinances, including FAA requirements, at time of Use Permit Amendment issuance and throughout use.
13. All site qualities, access requirements, and other applicable conditions of CalFire shall be implement prior to use and continued throughout the term of the use.
14. The applicant shall defend and indemnify and hold the Town, its agents, officers, and employees harmless of any claim, action or proceedings to attack, set aside, void or annul an approval so long as the Town promptly notifies the applicant of any such claim, action, or proceedings and the Town cooperates fully in the defense of the action or proceedings.

2. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 5th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, CMC
Town Clerk



Balloon Launch Site Proposal

Location: St. Joan of Arc Catholic Church

Prepared by: Gabriel Gundling

November 29, 2019

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INTRODUCTION

Objective

Napa Valley Balloons, Inc is seeking approval from the Town of Yountville and its Town Council to launch hot air balloons from a vacant field on property owned by St Joan of Arc Catholic Church at the South end of Yountville.

Background

What started in 1978 as a hot air balloon flying club named Yountville Aerostats Society incorporated in 1980 as Napa Valley Balloons, Inc. Since then, Napa Valley Balloons, Inc. (NVB) has set the industry's standard in safety, quality and guest satisfaction, contributed to many of the regions charities and drawn guests to Yountville from around the globe. For nearly 40 years, Yountville has been home to NVB. Sadly, in April of 2019, through no fault of it's own, NVB lost it's ability to launch from Vintner's Golf Course, a crippling blow that jeopardizes it's ability to carry-on and continue it's legacy. We now humbly ask for your help in saving the Napa Valley's oldest hot air balloon operator as you consider allowing hot air balloon launches from St. Joan of Arc.

After a blistering audit report of CalVet and it's mismanagement of it's California veteran's facilities in January of 2019, the Sacramento administrators began making drastic and ill conceived changes. Despite nine incident and complaint free years of hot air balloon launching, the permitting and approval through the Yountville Town Council in 2009 for the launch site and the signatures of over 250 Yountville Veteran's home residents in support of the balloons, Sacramento took drastic measures to put an immediate end to balloon launching from the Vintner's Golf Course driving range. NVB was given no notice and time to adjust. CalVet sent a letter demanding that NVB cease hot air balloon launching immediately.

Left with no other options, NVB began redirecting flights to Sonoma County while it searched for a new Yountville vicinity launch site. Every morning guests would be shuttled from Yountville to Sonoma Skypark on 8th St. near the town of Sonoma. While the Sonoma flights are

NAPA VALLEY BALLOONS

beautiful, without a Yountville launch site, it has become exceedingly difficult for NVB and it's Napa Valley legacy to survive.

ECONOMIC IMPACT

Over the last 10 years NVB has employed 30-40 people per year to fly an average of 13,000 guests per year. Many of our staff enjoy full time employment and benefits. From our first year and seasonal staff, to staff hoping to spend their entire careers with NVB, to the staff that have been employed by NVB for decades, the loss of our Yountville launch site has brought instability and has tremendous uncertainty.

Over the last 10 years, NVB has flown nearly 130,000 guests. Many of those guests stayed in Yountville hotels and were patrons of its restaurants, shops and tasting rooms. The pre-dawn wake-up call to go ballooning motivates guests to stay nearby overnight and guests staying in Yountville are rewarded with extra minutes of precious sleep. For that reason, many of our guests choose to stay in Yountville the night before their flight. Upon completion of their hot air balloon ride, guests return to Yountville with an appetite. Fueled only by Bouchon pastries and a cup of coffee per-flight, NVB's guests return to Yountville with an empty stomach and a list of the Yountville eateries we have recommended. As it currently stands, guests can travel to Yountville, stay in its world class hotels, take a world class balloon ride, eat at world class restaurants, taste world class wines and browse its many shops without ever stepping foot in a car. Nowhere else in the Napa Valley is there such an iconic wine country experience.

LAUNCHING IN YOUNTVILLE

Yountville is both geographically and legally the most viable launch location in the Napa Valley. Limitations to commercial activity in the County's Ag preserve make launching outside of its cities and towns challenging. Prevailing wind directions and available landing locations further limit the availability of viable launch locations. Between the limitations created by Napa County

NAPA VALLEY BALLOONS

and the Valley's prevailing winds, Yountville has become Napa Valley's most viable launching point for hot air balloons.

Hot air balloon flights are generally limited to an hour in length, which fulfills guests' expectations and overall satisfaction. Fuel onboard the aircraft itself, limits the balloon to approximately 2 hours of flight. One hour is utilized for the typical flight duration and one hour as reserve fuel. Ideally, the balloon's launch location should be roughly an hour of flight time away from the best landing options.

The Napa Valley's highest concentration of balloon landing sites is in and around the City of Napa. The prevailing morning winds of the Napa Valley flow from North to South. Winds passing through Yountville generally follow a very predictable direction and speed, from Yountville to Napa. The numerous landing options in Napa make one hour flights from Yountville to Napa nearly routine. A typical morning's flight when launching from Yountville is an hour long and ends in the Napa area. With the highest concentration of landing sites located in and around the City of Napa and prevailing winds making an hour flight from Yountville routine, launching from Yountville is critical in creating stability, viability and consistency for hot air balloon ride operators.

Complicating matters, the lack of undeveloped land from which to launch and Napa County's Ag Preserve, make viable launch locations in unincorporated Napa Valley and outside of Yountville Town limits virtually non-existent. In an attempt to relieve some pressure on balloon companies while also protecting the agricultural heritage, the County created a special ordinance to allow balloonists within the Ag Preserve a maximum of 50 launch days per year from any one launch location. While the ordinance was helpful at the time it was created, in the decade-plus since it's creation, the valley floor has been almost entirely planted in vineyard and the few remaining spots are limited to just 50 days of launching. There are not enough available launch days from the few limited launch sites in the County controlled areas to sustain a hot air balloon ride operator. Until the county changes its ordinance to allow more annual launch days and vineyards are removed somewhere near Yountville, Yountville will remain critical to the hot air balloon industry's viability.

NAPA VALLEY BALLOONS

Using 40 years of hot air balloon flying as evidence, Yountville has proven to be the most ideal and the most viable launch location in the Napa Valley.

THE SOLUTION

The Right Partners

The only way for NVB to solve its current launch site crisis was to find a landowner with space to launch a balloon from that was also within the town limit of Yountville, willing to allow balloon launching. NVB found that partner in St. Joan of Arc Catholic Church at the south end of Yountville. Allowing balloons to launch from the Church property both solves the launch site crisis and provides the Parish with additional revenue to help maintain the property and its structures. An agreement has been reached between NVB and St. Joan of Arc, leaving the final step of getting the Town of Yountville's approval.

Proposed Launch Site

The proposed launch site is an open and unused field in the vineyard just northeast of the St. Joan of Arc Parish Hall (see "Attachment 1: Site Map"). The space is ready to be used "as is" with no modifications, permanent structures or alterations of any kind to the existing land needed for balloon launching to commence. The field would be mowed throughout the year to maintain a reasonable grass height. The field has a width of approximately 100 ft and a height of approximately 130 ft making the total usable area approximately 13,000 sq ft, or 1/3 acre, just enough room to launch one balloon at a time. Located at the south end of Yountville, launching from the proposed site means that the prevailing winds will carry balloons away from Yountville and its residence on the majority of days minimizing the chance for disruption.

Traffic & Parking

NAPA VALLEY BALLOONS

Guests would be shuttled to the launch site from NVB's pre-flight guest meeting location. Currently, NVB meets its guests at Vintner's Golf Course where ample onsite parking for NVB guests exists. With all guests being shuttled in from offsite, there is no anticipated impact on available parking at St. Joan of Arc Church as a result of the personal vehicles of NVB guests.

On days that St Joan of Arc is utilized as a launch site, a safe estimate would be that NVB Trucks and Passenger Vans would be parked on property for less than 2 hours starting around sunrise. For more specific timing, please use "Meeting Time" on the table below as an estimate to when the on-property start time will be throughout the year. The exact timing can vary slightly from day to day based on the weather and the exact time of sunrise, but the "Meeting Time" will provide a close estimate.

NVB has four balloon chase trucks and eight chase vans for a total of 12 vehicles. On days where all four balloons are scheduled, the maximum anticipated number of NVB vehicles on St. Joan of Arc property would therefore be 12. Entering from Washington St., NVB trucks and vans would park in the parking lot to the north of the church hall (see "Parking" on "Attachment 1: Site Map") for the duration of the balloon inflation. Once the inflation is complete, all NVB vehicles would exit the parking lot onto Washington St. leaving no vehicles on property.

On days where St Joan of Arc is not used for balloon launching, there is no impact on traffic or parking to St Joan of Arc or its immediate vicinity.

Hours & Frequency of Operation

The table below is meant to clarify the meeting times and frequency of the operation.

The following definitions have been provided to better understand the table. Keep in mind that the times shown on the chart represent the absolute earliest times that balloon operations would begin.

Meeting Time: The time that guests meet at Vintner's Golf Course. It is also the time NVB trucks hauling balloons and crew would leave Vintner's Golf Course to go to the launch site. Once at the launch site, NVB crew would unload and prepare balloons for the cold inflation.

NAPA VALLEY BALLOONS

There is minimal to no additional noise expected at the launch site at this time as it relates to ballooning activities.

1st Noise: The earliest time that NVB crew would begin the cold inflation. During the cold inflation, NVB uses 2 inflation fans. Each inflation fan generates approximately the equivalent amount of noise as a lawnmower.

1st Launch: First launch is the earliest time that the first balloon would ignite its burners.

Balloons/Day: Average balloons flown per day during the month. Example: If NVB flew 15 days in the month and a total of 30 balloon flights took place during that time, the average would be 2 balloons per day. The average was based on 10 years of flight history between 1/1/2009 and 12/31/2018.

Days/Month: Average Days refers to the average number of days during the month that NVB launches balloons in the Napa Valley. The average was based on 10 years of flight history between 1/1/2009 and 12/31/2018.

Days/Week: Estimated number of days per week that launching would occur. It was calculated by merely dividing the average number of days flown in a month by the average number of weeks in a month (4.33 week/month).

Month	Meeting Time	1st Noise	1st Launch	Balloons/Day	Days/Month	Days/Week
January	7:00 AM	7:15 AM	7:20 AM	1	14	3
February	6:30 AM	6:45 AM	6:50 AM	2	14	3
March	6:30 AM	6:45 AM	6:50 AM	3	16	4
April	6:00 AM	6:15 AM	6:20 AM	3	19	4
May	5:30 AM	5:45 AM	5:50 AM	4	20	5
June	5:30 AM	5:45 AM	5:50 AM	4	17	4
July	5:30 AM	5:45 AM	5:50 AM	4	13	3
August	5:30 AM	5:45 AM	5:50 AM	4	10	2

NAPA VALLEY BALLOONS

Month	Meeting Time	1st Noise	1st Launch	Balloons/Day	Days/Month	Days/Week
September	6:00 AM	6:15 AM	6:20 AM	4	17	4
October - DST	6:30 AM	6:45 AM	6:50 AM	4	18	4
DST - November	6:15 AM	6:30 AM	6:35 AM	3	18	4
December	7:00 AM	7:15 AM	7:20 AM	2	14	3

BALLOON LAUNCH PROCESS

Balloon Cold Inflation

The balloon inflation process begins with the balloon being packed with cold air. On a typical inflation, this process takes approximately 10 minutes and involves two gas powered "inflation fans" blowing cold air into the balloon. As the inflation fans pack cold air into the balloons, the balloon gently expands creating enough space inside the balloon for the pilot to begin adding hot air.

Balloon Hot Inflation

Once the balloon has a sufficient amount of cold air packed into it by the inflation fans, the pilot begins to add hot air. Using the balloon burner, the pilot blasts hot air into the inflating balloon. Short blasts at a long interval at first followed by longer blasts at shorter intervals allow the balloon to fill more completely, as the fabric lifts off the ground and the balloon envelope becomes lighter than air.

Once upright, passengers are loaded and the pilot brings the balloon to buoyancy through the addition of more heat. Final check and communication with crew and the balloon is launched.

Balloon Flight Path & Prevailing Wind Directions

The wind in the Napa Valley follows a very predictable flow on the majority of days. In the mornings the winds most often flow from the north-northwest to the south-southeast, roughly

NAPA VALLEY BALLOONS

parallel to Hwy 29 and fanning out as the valley opens. See attachment "Winds" for more detail. The prevailing winds will push balloons launching at St. Joan of Arc away from Yountville on the majority of days. Therefore, as compared to a launch location north of Yountville, there is a significant reduction of disturbance residents may experience due to low flying balloons. Launching from St. Joan of Arc means balloons will usually be flying away from town.

DISRUPTION OF RESIDENTS

Distances & Proximity to Residences

The distance between the northern launch point to the nearest mobile home to the northeast is approximately 190 ft. From the southern launch point, it is approximately 250 ft. The distance from the apartments north of the launch field to the northern launch point is approximately 90 ft. From the southern launch point, there is approximately 190 ft.

Historical References & Case Studies

The purpose of this section is to provide real life examples of balloon launching that has occurred without disturbing nearby residents. The first example is the balloon launching that previously occurred at Washington Square, at the north end of Yountville. The second is launching that occurred on private land within the County of Napa. Each provide insight and act as tangible, real life case studies.

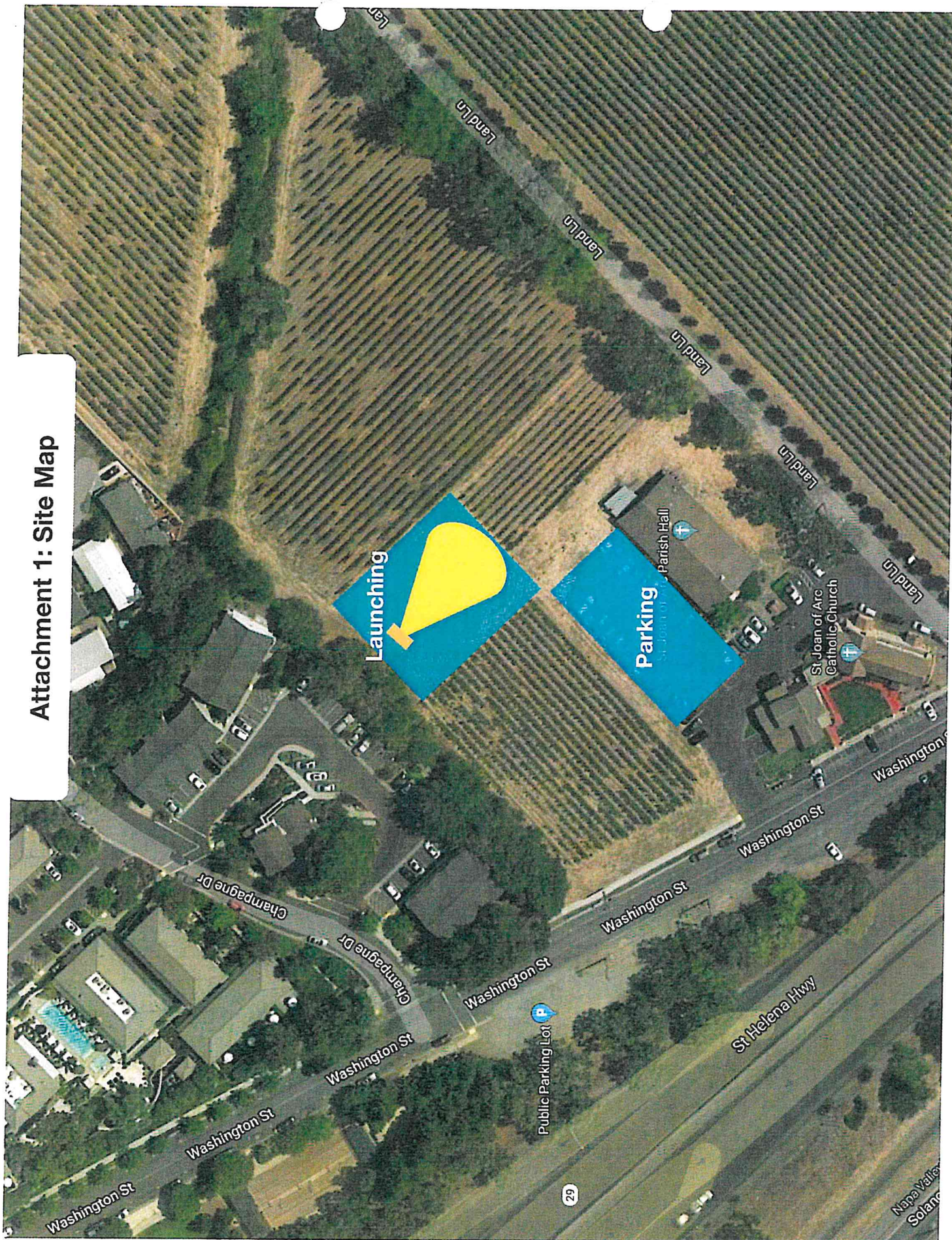
- Washington Square, before it was rebuilt and became the home of R&D Restaurant, it served as the launch point for NVB. NVB would launch in the parking lot between Highway 29 and what used to be the Napa Valley Grille. The inflation occurred a short distance south of the Napa Valley Lodge, between 140 and 180 ft from the nearest room at the Lodge. To the south, the nearest residence was approximately 250 ft. Winds typically travel from north to south which meant balloons would drift towards the homes as they climbed. In all the years of balloons launching from Washington Square, there was never an issue for the hotel or homes to the south in spite of balloons flying directly overhead as they climbed.

-
- 2247 West Oak Knoll: A three acre field just north of Napa. When NVB approached the landowner for permission to launch balloons, her primary concern was noise. With the house being between 190 ft away on the west side of the launch field and 290 on the east side, and with 4 balloons being launched simultaneously, the property owner feared she would be awakened by the inflating balloons. Noise has not been an issue for the property owner and no sleep loss has occurred. Additionally, the neighbors due west of the launch site have not had issues regarding the balloons launching either.

CONCLUSION

For over 40 years, balloons have gently lifted out of Yountville and into the morning skies and for good reason. From its geographic location, to County ordinances and limited County launch locations, to the sheer beauty of the region and the world class amenities, Yountville has proven to be the ideal place for balloons to launch. For Napa Valley Balloons, Inc., Yountville has been home for nearly 40 years and it is where we would like to remain. The cruel, unpopular and ill conceived approach taken by CalVet has left NVB and others in a dire position. Our livelihoods are now in jeopardy. I respectfully ask that the Town of Yountville and its town council carefully review this request to allow Napa Valley Balloons, Inc. to launch balloons at St. Joan of Arc Church and hope that this proposal provides adequate detail for the council to approve hot air balloon launching at St. Joan of Arc Church.

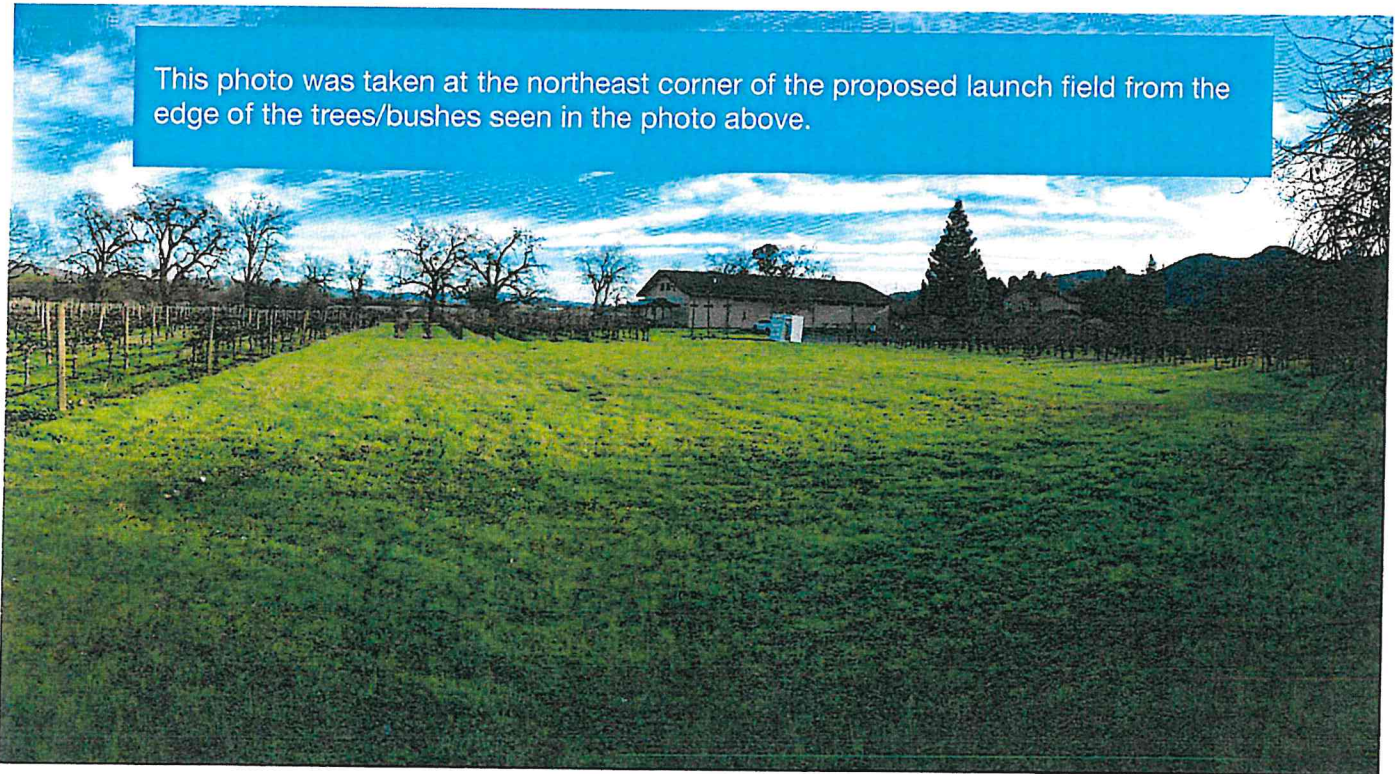
Attachment 1: Site Map



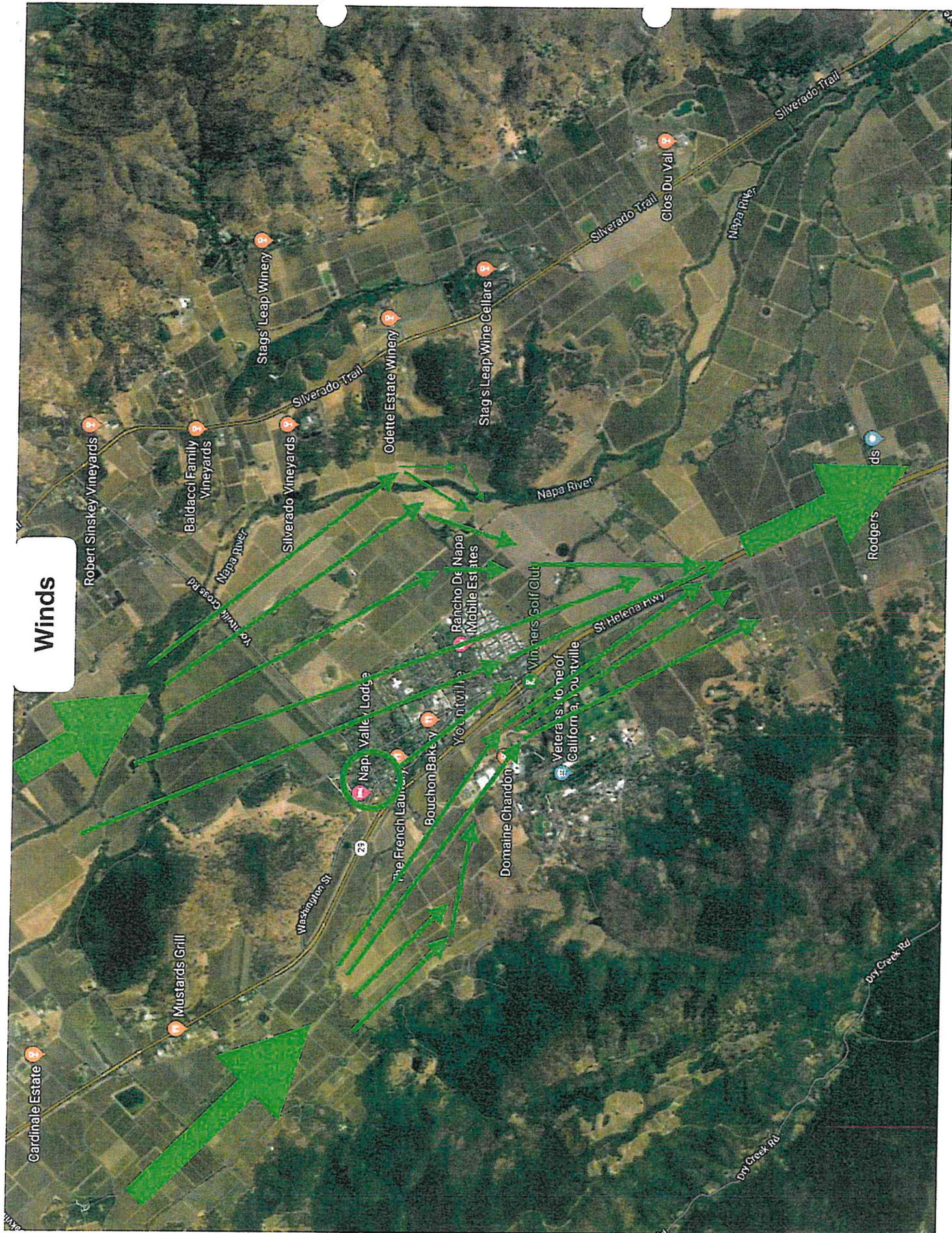
This photo was taken at the southwest corner of the proposed launch field from directly in front of the white box that can be seen in the second photo below.

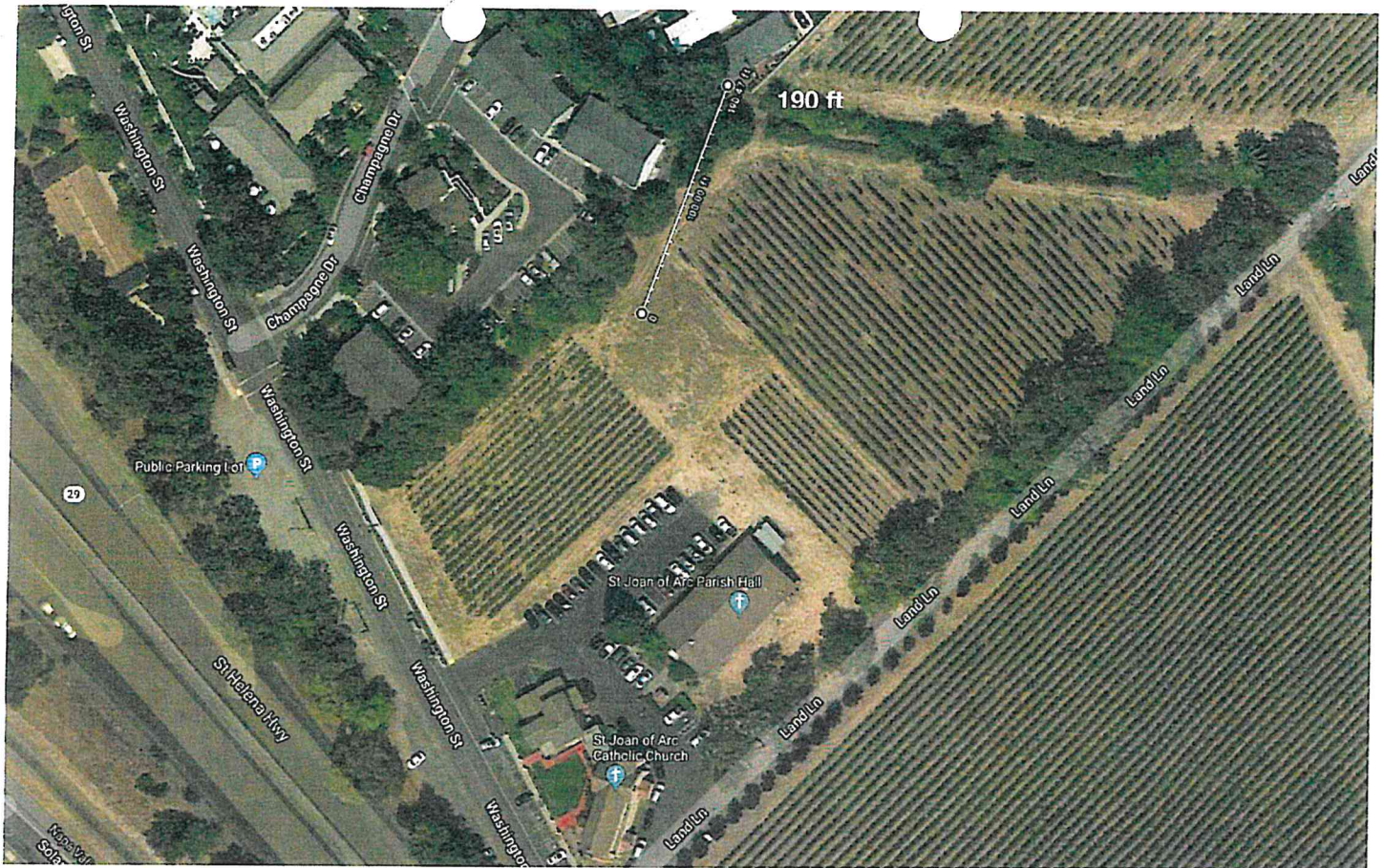


This photo was taken at the northeast corner of the proposed launch field from the edge of the trees/bushes seen in the photo above.

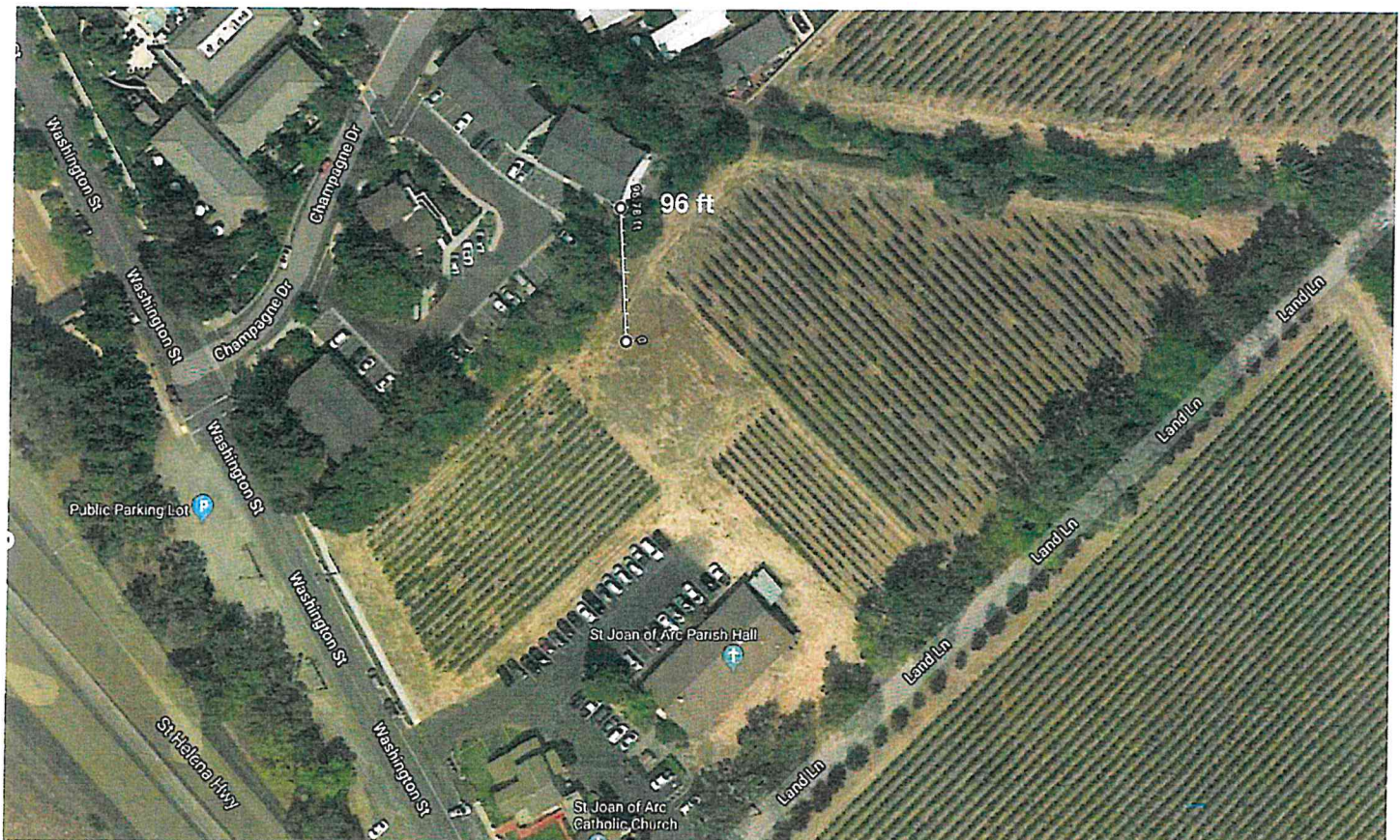


Winds

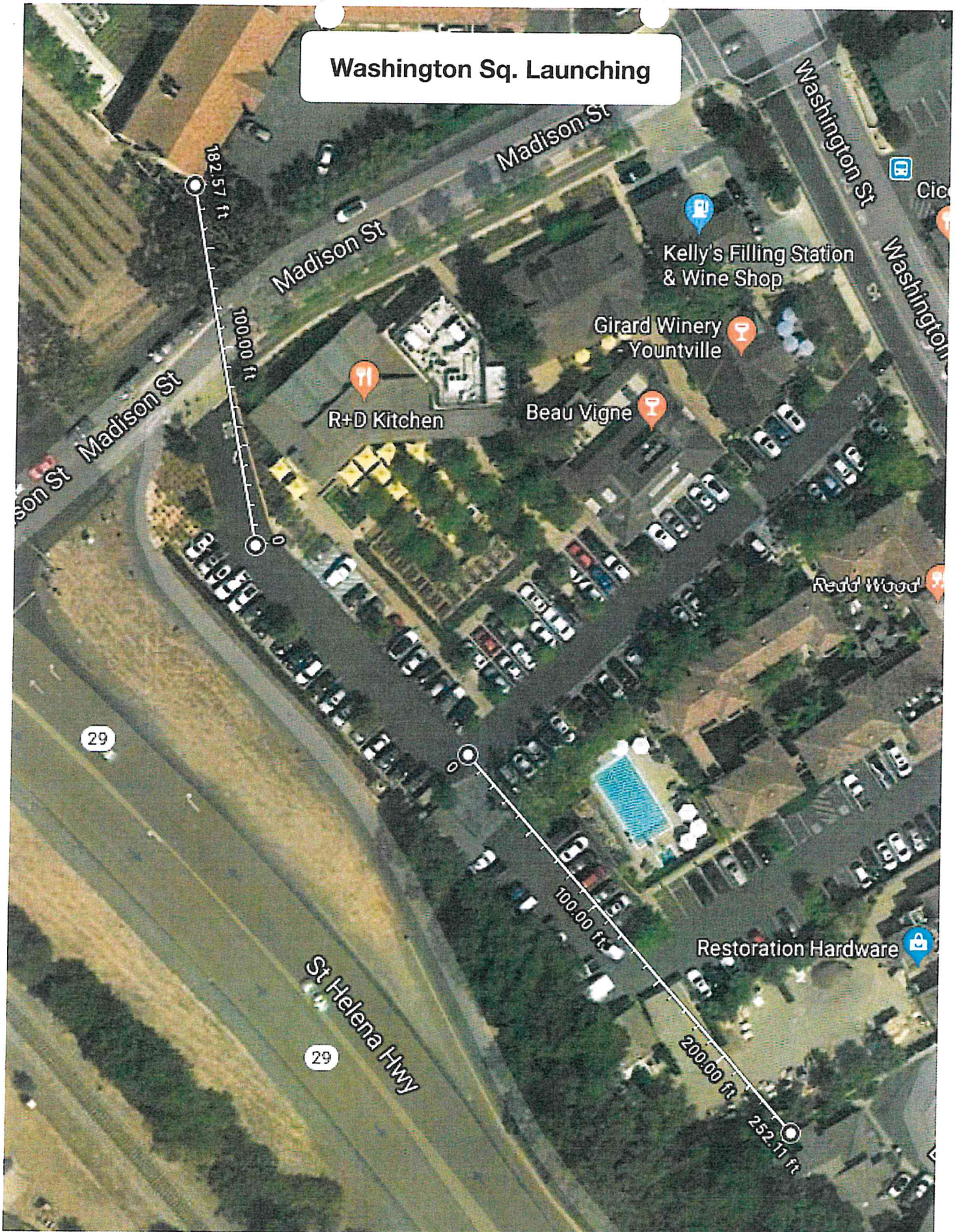




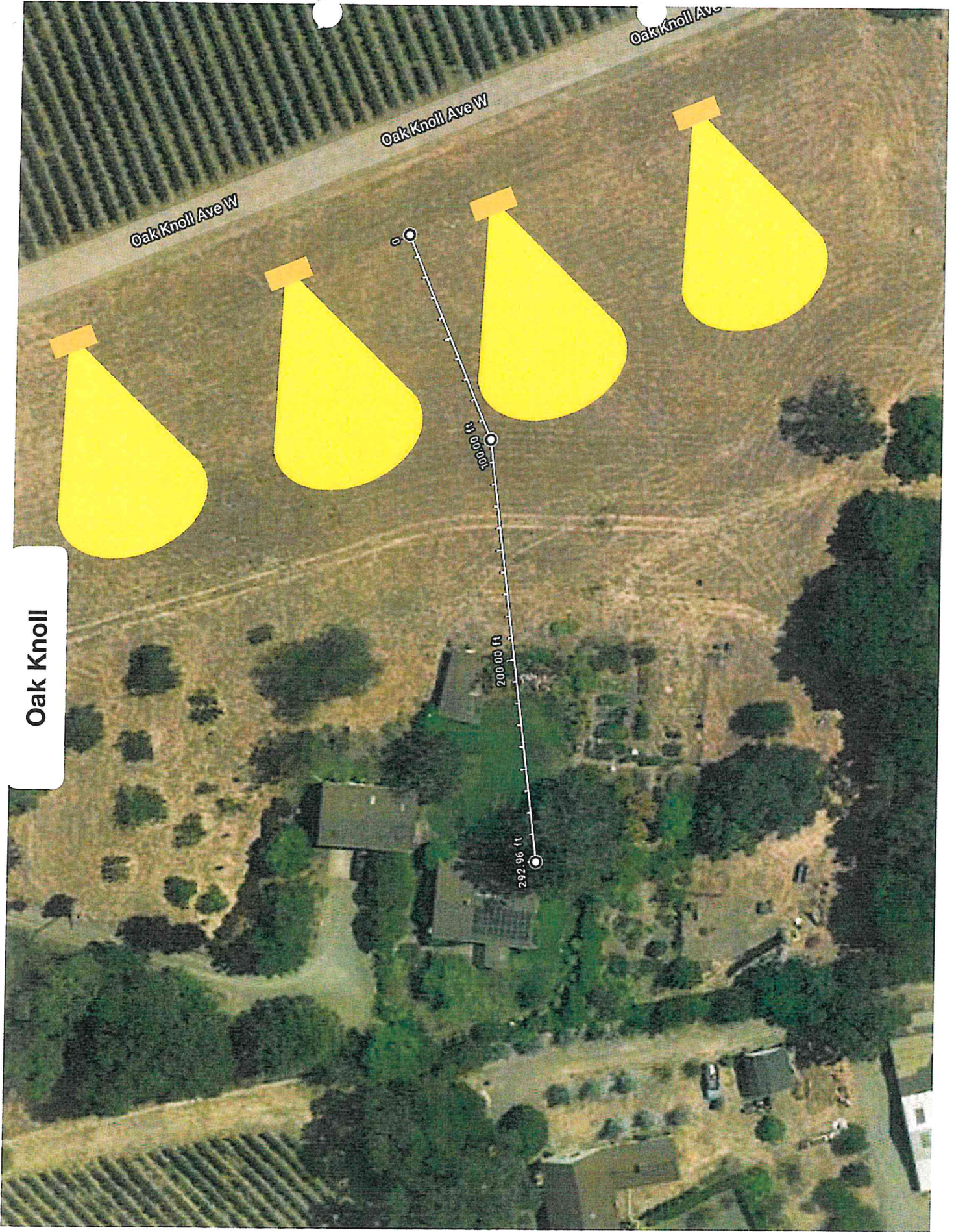
Distances to Neighboring Residents



Washington Sq. Launching



Oak Knoll







Napa Valley Balloons Sound Test Results

Ambient sound at the test site ranged between 50 and 54 db

Inflation fan: Inflation fan operating at maximum RPM

Inflation Fan w/plywood deflector: Inflation fan operating at maximum RPM with a partial plywood wall build around the fan to deflect noise away from the houses.

Balloon Double Burner: This is the total sound generated by operating two balloon burners simultaneously

Distance	Inflation Fan	Inflation Fan w/plywood deflector	Balloon Double Burner
25 ft	81 db	72.5 db	88 db
50 ft	74 db	71 db	81 db
75 ft	70 db	69 db	76 db
100 ft	70 db	61.5 db	74 db
150 ft	68 db	57.5 db	70 db
200 ft	60 db	55 db	68 db
250 ft	60 db	54.8 db	62 db

Sandra Liston

From: Steve Rogers
Sent: Monday, March 9, 2020 4:32 PM
To: Sandra Liston
Subject: FW: Letter of Support - Napa Valley Balloons - Mar. 17 Council Meeting

Sharing

From: Whitney Diver McEvoy [mailto:whitney@yountville.com]
Sent: Monday, March 09, 2020 4:17 PM
To: Town Council <TownCouncil@yville.com>
Cc: Michelle Dahme <MDahme@yville.com>; Steve Rogers <SRogers@yville.com>; Gabriel Gundling <gabe@napavalleyballoons.com>
Subject: [EXTERNAL] Letter of Support - Napa Valley Balloons - Mar. 17 Council Meeting

Mayor Dunbar and Councilmembers,

Writing to express the Yountville Chamber of Commerce's support of Napa Valley Balloons launching from St. Joan of Arc Church – Yountville.

Napa Valley Balloons has been flying in Yountville and the Napa Valley for forty (40) years. Their commitment to safety, customer service and our community is exactly the type of business we strive to have in Yountville.

As the organization that promotes Yountville, it is vital to our economic success that we have diverse experiences to offer our visitors. Having balloons launch from Yountville is a unique experience no other City in Napa Valley offers. Balloons launching from Yountville is a great point of difference for us as a destination. As our Valley evolves it is important we retain these "points of difference" to ensure we have a diverse visitor experience.

I ask for your support in approving Napa Valley Balloons launching from St. Joan of Arc Church – Yountville.

Thank you for your consideration!

Whitney Diver McEvoy
President & CEO
Yountville Chamber of Commerce
Office: 707-944-8008
Cell: 916-300-5404
whitney@yountville.com
www.yountville.com
www.yountvillechamber.com



Town of Yountville
"The Heart of the Napa Valley"
Planning & Building Department
6550 Yount Street
Yountville, Calif. 94599
 Phone: (707) 944-8851
 Facsimile: (707) 944-9619
www.townofyountville.com

Town Use Only – do not write in this area

Date Received 2/6/2020 Application Number 1285

Initial Fee Deposit 2500.⁰⁰ ☒ CC 3151

Additional Fee Owed _____ Amount Returned _____

Comments/Notes

LAND USE PERMIT APPLICATION

PLEASE TYPE OR PRINT:

PROJECT NAME St. Joan of Arc Hot Air Balloon Launching

PROJECT ADDRESS 6406 Washington St, Yountville, CA 94599

APN(S) 036 - 090 - 002 - 000 - _____; SIZE OF PROPERTY 16.86 Acres

GENERAL PLAN LAND USE, DENSITY/FAR _____ ZONING Mixed Residential (Currently mostly vineyard)

PROJECT REPRESENTATIVE CONTACT INFORMATION

Instructions: Please provide information for each of the categories listed below. An "Applicant" is any person, firm, partnership, association, joint venture, corporation or any entity, combination of entities or consortium who seeks approval of a Town permit or other Project entitlement for the use of property. The Applicant shall be the primary billing contact for all processing and development fees associated with the application. The Applicant may additionally identify an "Authorized Agent." An Authorized Agent is any person, firm, partnership, association, joint venture, corporation or any entity, combination of entities or consortium authorized by the Applicant to represent and act on behalf of the Applicant. If identified in this application, the Authorized Agent shall receive all written correspondence from the Town regarding the application and any hearings or proceedings scheduled before the Zoning & Design Review Board, Town Council or other appointive Town Boards and Commissions, but shall not be responsible for the payment of development or processing fees. The Applicant shall receive all billing invoices for the project, and under the "Conditions" set forth below, shall be liable for the payment of all development and processing fees associated with the application. GD 1/9/2020 (initial/date)

The "Owner" of property means a person, persons or corporation holding fee title to the real property within the Town as shown on the most recent assessor's roll in the County of Napa upon which the Project is proposed. Owner and Applicant may be the same person or legal entity, or may be different. For example, in the case of a person or entity holding an option on the land, or other contractual relationship with the property owner, the fee owner(s) of the property would be the Owner, and the person or entity seeking the approvals or permits and holding an option to purchase the property would be the Applicant. If Applicant and Owner are the same person or entity, please enter "Same as Applicant" in the area provided for Owner information. In the event that Applicant and Owner are different, all Owners must sign on the following page to authorize the Applicant to file an Application for the permit or Project entitlement on his or her property. GD 1/9/2020 (initial/date)

APPLICANT INFORMATION

APPLICANT Napa Valley Balloons, Inc. by Gabriel Gundling AUTHORIZED AGENT _____

PHONE 707-944-0228 FAX _____ PHONE _____ FAX _____

EMAIL gabe@napavalleyballoons.com EMAIL _____

MAIL ADDRESS 4086 Byway E. MAIL ADDRESS _____

CITY Napa STATE CA ZIP 94558 CITY _____ STATE _____ ZIP _____

OWNER (If different from Applicant) The Roman Catholic Bishop of Santa Rosa, A Corporation Sole
 (If there is more than one property owner, each property owner shall provide identifying information and sign the application. Use additional pages if necessary)

PHONE 707-545-7610 FAX 707-542-9702 EMAIL bpvasa@srdiocese.org

MAIL ADDRESS _____ P.O. Box 1297 CITY Santa Rosa STATE CA ZIP 95402

All forms and handouts are available on www.townofyountville.com

CONDITIONS OF APPLICATION

1. All materials and representations submitted in conjunction with this form shall be considered a part of this application.
2. The Applicant shall inform the Planning Department in writing of any changes.
3. **INDEMNIFICATION:** The Applicant(s) agree(s) to defend, indemnify and hold the Town, its agents, officers, and employees harmless from any claim, action or proceeding to attack, set aside, void or annul an approval of the Town concerning the project, as long as the Town promptly notifies the applicant of any such claim, action or proceedings and the Town cooperates fully in the defense. GB 1/9/2020 (Initial/date)
4. **INITIAL DEPOSIT AND FINAL CALCULATION OF FEES.** The Applicant(s) hereby agree(s) that he/she/they shall be jointly and severally liable for the payment of any and all processing fees consistent with the Town of Yountville Master Fee Schedule and Yountville Municipal Code. The applicant(s) hereby represent(s) and warrant(s) that he/she/they understand that fees include, but are not limited to: an initial application deposit amount, as defined in the Town's Master Fee Schedule; staff time billed at an hourly rate; related attorney fees; applicable consultant fees; production or reproduction of materials and exhibits; postage; or any other costs associated with processing this application. Any fees beyond the initial deposit amount are the responsibility of the applicant(s) and shall be invoiced separately.
GB 1/9/2020 (Initial/date)
5. I hereby authorize employees of the Town of Yountville to enter upon the subject property, as necessary, to inspect the premises and process this application.

I have read and agree with all of the above. The above information and attached documents are true and correct to the best of my knowledge.

GB DATE 1/9/2020
Applicant Signature

DATE _____
Authorized Agent Signature

[Signature] DATE 2-3-2020
Property Owner(s) Signature

DATE _____
Property Owner(s) Signature
(for multiple owners)

- ☐ ALL PROPERTY OWNERS HOLDING A TITLE INTEREST MUST SIGN THE APPLICATION FORM. IF THERE ARE MORE THAN TWO, LIST NAME, ADDRESS, PHONE NUMBER AND SIGNATURE ON A SEPARATE SHEET.

If another permit is also required, materials supporting the added application must also be submitted.

All forms and handouts are available on www.townofyountville.com

TYPE OF PERMIT APPLICATION

(Check if any of the following apply to this application)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Design Review
<input type="checkbox"/> Conditional Use Permit
<input type="checkbox"/> Conditional Use Permit Amendment
<input type="checkbox"/> Master Development Plan
<input type="checkbox"/> Concept <input type="checkbox"/> Prelim/Final <input type="checkbox"/> Amendment
<input type="checkbox"/> Sign Permit
<input type="checkbox"/> Master Sign Plan | <input type="checkbox"/> Accessory Dwelling Unit (ADU)
<input type="checkbox"/> Major Subdivision (≥ 5 lots)
<input type="checkbox"/> Minor Subdivision (≤ 4 lots)
<input type="checkbox"/> General Plan/Zoning Amendment
<input type="checkbox"/> Lot Line Adjustment
<input type="checkbox"/> Planned Development
<input type="checkbox"/> Variance |
|---|---|

☐ **Other (please specify)** _____

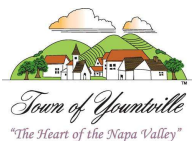
APPLICATION SUBMITTALS WHAT TO SUBMIT

Some submittal requirements may be waived depending on the type of project. *Unless waived on this form with a cross out/staff initial*, all submittal information shall be provided before the application is accepted as complete.

If a new building or exterior modifications are proposed a Design Review permit or other permit is also required, materials supporting those applications must also be submitted in conjunction with those applications.

- ☐ **1 Planning Application Form** - Completed and signed by all property owners holding a title interest.
- ☐ **2 Fee/Initial Deposit** - Except for identified uses, Town Fee Schedule charges staff time and materials. Check payable to Town of Yountville.
- ☐ **3 Written Project Description** – explaining the reasons for and details of each review requested. If a new business activity is proposed, describe its purpose, proposed hours of operation, number of full-time employees, number of part-time employees, type of business (i.e., type of office space, type of product, type of manufacturing or processing), all interior or exterior building modifications, existing number of parking spaces, etc. If a construction project is proposed, describe the project, including the maximum building height, total number of floors, gross floor area of each floor, floor area by type of use (i.e. office space, retail area, warehouse space, showroom area, etc.), number of parking spaces to be provided, access to property, and maximum building occupant load.
- ☐ **4 Floor plan** – submittal (**2 full size copies, 3 reduced set** of all plan sheets 11" X 17" **and 1 electronic set**) - A floor plan for all existing and proposed structures or alterations, clearly labeled and prepared to scale, indicating the use of each room, exterior doors and windows.
- ☐ **5 Site photographs** to show where the use is proposed and its surroundings. Label where photos were taken from and the view they are showing.
- ☐ **6 Development Summary Table** (See Attachment 1) - listing site size; existing and proposed building square feet and number of units, existing and proposed parking spaces; building coverage.
- ☐ **7 Commercial Projects Only** – Proposed onsite notification signage schematic

All forms and handouts are available on www.townofyountville.com



Staff Report

File #: 20-2535, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020

TO: Mayor and Town Council

FROM: Sandra Liston, Planning & Building Director
Planning Manager

Daniel Gordon,

TITLE

Consider Adoption of Resolution Number 20-3983 Approving Amendment to the 2018 Application to the California State Department of Housing and Community Development for a Grant of up to \$500,000 Under the HOME Investment Partnership Program in Response to the COVID-19 Pandemic.

DISCUSSION/BACKGROUND

The Town has received grants through the California Department of Housing and Community Development (HCD) under the HOME Investment Partnership Program (HOME) from the U.S. Department of Housing and Urban Development (HUD). These funds are administered by the Housing Authority of the City of Napa and have primarily been used to assist low-income owners whose primary residence is in need of repairs, improvements, or reconstruction necessary to meet federal, state, or local building codes and for correction of all healthy and safety deficiencies.

In June 2018, HCD issued a Notice of Funding Availability (NOFA) under the HOME Program. In response to the NOFA, the Town applied for, and in February 2019 was awarded, \$500,000 in home rehabilitation funding. However, to date, HCD has not yet issued a Standard Agreement for the grant. The Town has since also applied for \$500,000 from a separate January 2020 HCD HOME NOFA.

In addition to receiving HOME funds through new grants, the Town also receives HOME program funding through the repayment of loans. This includes approximately \$27,000 in recouped grant funds this fiscal year and \$72,000 in recouped grant funds last fiscal year, all of which were disbursed to new projects.

Economists estimate 1.5 million American households could be at-risk of becoming homeless as a result of the COVID-19 disaster. Locally, Napa Valley Community Organizations Active in Disaster (COAD) reports that, as of early April, over 2,600 households have reached out to them seeking food and financial assistance, including rental assistance. COAD reports the need far outweighs existing resources. Because of the overwhelming immediate need and knowing that tenant-based rental assistance (TBRA) is also an eligible program under the HOME Program, Housing Authority staff reached out to HCD to receive approval to use HOME program income to establish a TBRA program. In recognition of the significant and urgent need for rental assistance as a result of the COVID-19 disaster, HCD staff not only approved this request but also informed the Town that all 2018 HOME grant awardees were being given the unique opportunity to amend their 2018 grant applications in order to add TBRA as an activity.

Approval of the recommended actions would provide at least \$250,000 in funding for tenant-based rental assistance in Yountville to enable low-income renters to stay in their units. Dependent both on demand for TBRA as well as the amount of future HOME program income received, this amount may be increased (by deploying additional HOME funding from the first-time homebuyer program to TBRA). Staff will closely monitor this and provide Council with an update after the program is launched.

Under the HOME TBRA requirements, participants must rent units that are at or below 110% of Fair Market Rents. Participants would pay approximately 30% of their incomes for housing. The maximum term of this rental assistance would be one year. Under the Town's proposed program preference, households who can lease-in-place and who have a reduction of 30% or more of their income as a result of a pandemic would receive preference. Space rent on mobile homes is also eligible under the program. All assisted participants and units must meet HOME requirements as described in the attached guidelines.

Housing Authority staff is also working with the Town of Yountville to establish a similar TBRA program funded with a portion of Yountville's 2018 HOME grant. The other jurisdictions in Napa County do not have 2018 HOME grant awards and do not have HOME program income on hand.

In order to help ensure impacted tenants are aware of this new program, staff will work with local property managers, non-profits, and COAD to help spread the word. In order to safely and more fairly serve applicants, staff intends to hold a lottery to establish a program waiting list similar to how the Section 8 Housing Choice Voucher Program waiting list operates. Households who need assistance with their applications should be able to receive help from Housing staff and other community partners.

Staff is recommending amending the 2018 HOME applicant to include Tenant Based Rental Assistance, which is an eligible activity under the HOME Program. Furthermore, staff is recommending the re-programming of the HOME Program Income to be used for rental assistance.

Staff is also recommending providing a preference for those households who have been financially impacted by the pandemic and who can lease-in-place. These preferences have been added to the State's model HOME Program Tenant Based Rental Assistance Guidelines.

ENVIRONMENTAL REVIEW

Exempt per California Environmental Act (CEQA) Guideline, Section 15061(b)(3)

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Currently Budgeted? Yes

Where is it Budgeted? The Town received HOME funds in 2018.

Is it Mandatory or Discretionary? Discretionary

Is there a Staff Resource Impact? Nominal

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. **Exceptional Town Services and Staff:** The Town supports its talented staff who deliver high quality municipal programs and services while maintaining public infrastructure for the benefit of the community.

Briefly Explain Relationship to Strategic Plan Goal and Objective. By adapting current programs and policies

to meet the needs of residents, the Town can continue to meet its goal of providing exceptional services.

ALTERNATIVES

Approve the use of HOME funds for rental assistance.
Do not approve the use of HOME funds for rental assistance.

RECOMMENDATION

Receive staff report and direct questions to staff.
Receive public comment.
Conduct Council discussion on proposed Resolution.
Consider Adoption of Resolution Number 20-3983 Approving amendment to the 2018 application to the California State Department of Housing and Community Development for a grant up to \$500,000 under the HOME Investment Partnership Program in response to the COVID-19 pandemic.

Town of Yountville
Resolution Number 20-3983

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YOUNTVILLE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT TO THE 2018 APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR A GRANT OF UP TO \$500,000 UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM IN RESPONSE TO THE COVID-19 PANDEMIC.

Recitals

- A. On June 5, 2018, the California Department of Housing and Community Development issued a 2018 Notice of Funding Availability (NOFA) under the HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"); and
- B. In response to the 2018 HOME NOFA, the Town Council of the Town of Yountville approved the submittal of an application to the Department to receive an allocation of HOME funds; and
- C. On February 12, 2019 the California Department of Housing and Community Development awarded the Town of Yountville \$500,000 in HOME funds to continue its Owner Occupied Rehabilitation Program; and
- D. The State has not yet issued the 2018 Standard Agreement contract; and
- E. In response to the Federally declared disaster on March 13, 2020 due to the COVID-19 pandemic, the Town wishes to amend it's 2018 HOME application to include Tenant Based Rental Assistance; and
- F. The Town Council has considered all information related to this matter, as presented at the public meetings of the Town identified herein, including any supporting reports by Town staff, and any information provided during public meetings.

Now therefore, the Town Council of the Town of Yountville does resolve as follows:

- 1. The Town Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the Town Council's adoption of this Resolution.
- 2. The Town Manager is hereby authorized by the Town Council to submit an amended application on behalf of the Town of Yountville to the Department of Housing and Community Development to participate in the HOME program and for

an allocation of funds not to exceed \$500,000 for owner-occupied rehabilitation and tenant-based rental assistance programs, and to execute a standard agreement, any amendments or modifications thereto, as well as any other related documents required to participate in the HOME program.

3. The Town of Yountville hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department of Housing and Community Development in accordance with the statutes and regulations cited above.
4. The Town Council hereby authorizes the Town Manager of the Town of Yountville or his/her designee to execute in the name of the Town any required documents.
5. The Town of Yountville hereby approves the Tenant Based Rental Assistance Guidelines; approves the Housing Authority of the City of Napa as the program operator; and approves the associated Program Services Agreement with the Housing Authority of the City of Napa.
6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 5th day of May, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, CMC
Town Clerk

Town of Yountville
HOME Investment Partnerships Program
California Department of Housing & Community Development
Serving the Area of Napa City Limits

TENANT-BASED RENTAL ASSISTANCE PROGRAM ("TBRA") PROGRAM GUIDELINES



HCD Voucher Model Version: 12/2019

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**TOWN OF YOUNTVILLE
TENANT-BASED RENTAL ASSISTANCE (“TBRA”)
PROGRAM GUIDELINES**

I. INTRODUCTION

These Program Guidelines have been developed by the Town of Yountville based on the Section 8 Housing Assistance Program operated by the US Department of Housing and Urban Development and the Administration Plan for the implantation of the Housing Choice Voucher Program operated by the California Department of Housing and Community Development.

Conflict of Interest Requirements

In accordance with 24 CFR Section 92.356 of the HOME Final Rule, the following will apply:

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

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

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

Participating Agency

The Town of Yountville Tenant-Based Rental Assistance Program (hereinafter referred to as “Program”) will be administered by the Housing Authority of the City of Napa.

Note: The term “Program Operator” used throughout this document refers to the Town of Yountville and/or the Program Administrator named above.

Fair Housing

The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies.

II. ELIGIBILITY

INCOME QUALIFICATION CRITERIA

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

A. HOUSEHOLD INCOME DEFINITION:

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

See Annual Income Inclusions and Exclusions in Attachments B and C.

B. ASSETS:

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

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

See Attachment D for Asset Inclusions and Exclusions.

Eligible Families – Income and Assets

Most applicants must have household incomes at or below 60% of the applicable County's area median income (AMI), adjusted by household size, as published by HCD each year and attached hereto as **Attachment A**. The link to current HOME Income Limits adjusted by household size is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

However, the Program may elect to provide assistance to up to ten percent (10%) of households with incomes at or below eighty percent (80%) of County median household income.

"Household" will mean one or more persons who will occupy a housing unit. Subject to the exemptions allowed in the "Income Determination Book", all persons, [not including unborn children, and including non-related individuals, will be considered household member for purposes of determining income eligibility.

All adult applicants must certify that they meet the household income eligibility requirements for the Program and have their household income documented. The income limits in place at the time the application for assistance is submitted will apply when determining applicant income eligibility. All households meeting the income criteria for the Program may participate.

Preference within 12 Months of Pandemic

Within 12 months of a federal declaration of a disaster due to a pandemic, preference shall be given to applicants who satisfy each of the following criteria:

- The household has experienced a documented decrease in total gross monthly household income of at least 30% because of the pandemic.
- The household is currently renting or leasing a unit pursuant to a written rental agreement.
- The owner of the unit is willing to enter into a rental assistance agreement through the TBRA Program for this applicant and unit.
- The rental unit satisfies the TBRA Program requirements.

General Program Design

The TBRA Program is a rental subsidy program that is designed to assist eligible tenants with the payment of monthly rent and utility costs. TBRA assistance will make up the difference between the amount the household can afford to pay for monthly rent and utilities and the actual cost of the housing selected by the household. All TBRA assistance will be made in the form of a grant, and will not have to be repaid.

NOTE: Assistance under the TBRA Program will consist of one 12]-month term and is not subject to renewal if funding is available. The minimum term of assistance will be 12 months unless a shorter term of as few as six months is requested by the household.

The TBRA Program may be used only within the City of Napa. It is intended for use by residents of Napa County and may not be used in any other county. Participants who relocate from the Town of Yountville to another jurisdiction will lose their eligibility for participation in the Program.

Under the TBRA Program, rental assistance payments may be made, on a case-by-case basis, directly to the tenant.

Rent (Payment) Standard

The Program will make a determination as to the Rent Standard (maximum gross rent that can be approved) based upon HUD's current Fair Market Rents, updated annually and attached hereto as **Attachment L**. This Rent Standard will serve as the basis for the calculation of TBRA assistance, as illustrated in Exhibit A.

Utility Allowances

The TBRA Program has elected to utilize the project-specific utility schedule in which the housing unit is located, when available. If none is available for a given unit, the local Public Housing Authority's Schedule of Utility Allowances will be utilized. The current utility allowances for Napa County are attached hereto as **Attachment E**, and will be updated when new allowances are published. Any utilities that are not included in the rent will be factored into the calculation of TBRA assistance, as illustrated in the examples below.

Rental Assistance Subsidy Amounts

The maximum monthly rental subsidy for each household cannot exceed the difference between the rental assistance payment standard by bedroom size and thirty percent (30%) of the household's adjusted monthly income.

Although a participant may choose a rental with a rent higher or lower than the Rent Standard, the participant must contribute a minimum of thirty percent (30%) and may contribute a maximum of forty percent (40%) of monthly gross income toward the monthly rent unless the participant is leasing-in-place through a preference to assist households economically impacted by a pandemic in which case they may contribute a maximum of fifty percent (50%) of monthly gross income towards monthly rent.

Exhibit A provides examples:

Exhibit A:

Example of Calculating Tenant and Program Payments Using Subsidy (Voucher) Method:

I. With all applicable utilities included in rent

The Smiths have been issued a two-bedroom HOME TBRA Coupon. Their Annual and Adjusted Incomes are \$22,500 and \$18,300, respectively. Their monthly gross and adjusted income amounts are \$458 and \$188 respectively. They find an apartment that rents for \$800 (including utilities). The TBRA Rent Standard is \$775.

Note: "Approved Rent" below means that the proposed rent for the desired unit is fair, even when that rent is different than the Rent Standard upon which the Maximum TBRA Subsidy is based.

The maximum TBRA subsidy is:

\$775 Rent Standard

\$458 (less) 30% of adjusted monthly income

\$317 Maximum TBRA Subsidy

The Smith's share of the rent is:

\$800 Approved Rent

\$317 (less) Max. TBRA Subsidy

\$483 Smith's Payment

In this example the Smiths will pay more than 30% of their adjusted income for housing because they selected a unit that rents for more than the payment standard.

Had the Smiths found a very inexpensive unit, the requirement that the household must pay at least 30% of monthly gross income might apply.

\$500 Approved rent

\$317 (less) Maximum TBRA Subsidy

\$183 Calculated Tenant Share

The calculated tenant share is \$183. However, the Smiths must pay the lesser of rent or at least 30% of gross monthly income ($\$22,500/12 \text{ months} \times 0.30 = \563). In this case, the Smiths would pay \$500, and the Program would not assist with rent, as there is no gap to fill.

Exhibit A example II is on the following page.

II. With some applicable utilities not included in rent:

If there are utilities listed on Attachment E ("Allowances for Tenant-Furnished Utilities and Other Services") that the tenant must pay that are **not** included in the rent, they are added to the Rent Standard in the equation above, yielding a greater Maximum TBRA Subsidy, as follows:

<i>The maximum TBRA subsidy is:</i>		<i>The Smith's share of the rent is:</i>	
\$775	Rent Standard	\$800	Approved Rent
\$125	(plus) Utilities not included in rent	\$125	(plus) Utilities not included
\$900	Net rental allowance	\$925	Net rent
\$458	(less) 30% of adjusted monthly income	\$442	(less) Max.TBRA Subsidy
\$442	Maximum TBRA Subsidy	\$483	Smith's Rent Plus Utility Payment

III. APPLYING FOR ADMISSION

How to Apply

Households may apply for assistance by completing and submitting an application to the Program Operator.

Completion of an Application

Upon completion of the application, an interview appointment will be scheduled. The interview appointment may be conducted in person or by telephone.

Applicants are responsible for rescheduling interview appointments when the original appointment is missed. If the Applicant does not reschedule and misses two consecutive interview appointments, the application may be rejected.

- At a minimum, the head of household will be required to attend the interview appointment. All adult household members must sign the Applicant/Tenant Certification Form in order for the application to be considered complete.
- Information provided by the Applicant will be verified including information on household composition, income, assets, allowances and deductions, preference status, full-time student status, and other factors relating to eligibility before being issued a TBRA Housing Authorization.
- Third party verifications (sent by mail or fax) are required. Oral third party verifications are acceptable, if properly documented (date and the name of the person providing the information) and it is not possible to obtain written third party verifications. Documents may be photocopied when allowed by law. If documents cannot be photocopied, the Program Operator will certify (in writing) that the document was viewed, noting what document was viewed; the source of information, and the information obtained.

If additional information is needed to determine eligibility, a letter will be mailed to the Applicant, detailing the necessary additional information, which must be submitted within 10 working days. If no response is received within 10 days, a second request

will be mailed, allowing an additional 10 days to respond. If no response is received to the second request for additional information, an ineligibility letter will be sent.

After the verification process is completed, the Program Operator will make a final determination of eligibility based on verified data.

IV. OCCUPANCY STANDARDS

Size of Units

All units must meet the minimum requirements of the Housing Quality Standards.

The occupancy standards for the TBRA Housing Authorization issuance are set up to determine the size of the Authorization to be issued. The criteria and standards prescribed for the determination of unit size will apply to the majority of families. However, in some cases the relationship, age, sex, health, or handicap of a household member may warrant the assignment of a larger unit. Guidelines for maximum TBRA Housing Authorization includes:

- Persons of different generations, persons of the opposite sex (excluding spouses), and unrelated adults may have separate bedrooms;
- Children of the opposite sex may share a bedroom until one of the children reaches the age of 6.
- Unborn children shall not be included in the size of the household;
- Persons with verifiable medical needs or other extenuating circumstances may be provided a larger unit;
- Foster children are included when determining unit size (but not for household size for income limits evaluation);
- Space will not be provided for a household member who is absent more than 90 consecutive days (e.g., member of the military);
- Families will not be required to use rooms other than bedrooms for sleeping purposes.

The following provides guidance on the above.

<u>Authorization Size</u>	<u>Min. No. Of Persons</u>	<u>Max. No. of Persons</u>
0-BDR.	1	2
1-BDR.	1	3
2-BDR.	2	4
3-BDR.	3	6
4-BDR.	6	8
5-BDR.	8	10
6-BDR.	10	

Permanently Absent

If any adult member of a household leaves the household for more than 90 days, that adult member will be considered permanently absent from the unit. The remaining adult member of the household must report, in writing, the change in household composition to the Program Operator who will then remove the absent adult as a household member.

Visitors

Any adult not included on the application that is in the unit for 12 consecutive days or more without the landlord's written approval and Program Operator approval, or a total of 30 days in a 12 month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of a verifiable address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making a determination.

The burden of proof that an individual is a visitor rests on the household. In the absence of such proof, an individual will be considered an unauthorized member of the household and the Program Operator will terminate assistance because prior approval was not requested for the addition.

In a joint custody arrangement, if a minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a household member.

Change in Household Composition

The Program Operator will verify changes in household composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources. However, the burden of proof that an individual has moved ultimately rests on the household.

Change in Ownership

A change of ownership will be processed upon receipt of evidence of ownership, and a Letter of Authority Transfer, if applicable. Prior to the change of ownership taking effect, any payments made to the previous owner will be the responsibility of the new owner to recover.

Participant Relocation

After an initial lease, household relocation shall be limited to one move in a 12-month period.

- When a mutual agreement between the owner and the tenant has been signed; or
- For good cause (the tenant must provide documentation such as police reports, court order, etc.)

In either case, the tenant must provide proper notice (30-day written notice) to the Program Operator and the landlord prior to initiating a move.

V. TBRA HOUSING AUTHORIZATION ISSUANCE AND BRIEFINGS

Purpose of Briefings

The purpose of the briefing is to provide new participants with the information found in the TBRA Housing Authorization packets. This will ensure that all Participants are aware of their responsibilities and the ramifications if they fail to follow those responsibilities. Briefings will be conducted by the Program Operator.

Attendance Requirements

At a minimum, the head of household is required to attend the briefing to receive the TBRA Housing Authorization. No TBRA Housing Authorization will be issued if the head-of-household does not attend a briefing.

Failure of the head-of-household to participate in two scheduled briefings without prior notification and approval may result in the denial of benefits.

Format

Briefings can either be in a group or held individually and can be done in-person or, if necessary due to a pandemic shelter-in-place order, can be conducted through other methods such as by telephone or electronically.

The TBRA Housing Authorization packet shall contain the following:

- A general information brochure explaining the basics of the Program for landlord use;
- A current list of interested landlords and the address of their available property (if available) unless households are being assisted through the lease-in-place preference;
- A description of Fair Market Rents and TBRA Housing Assistance Payments;
- Procedures for notifying the Program Operator of abuses such as side payments or other overcharges and Housing Quality Standard violations in the unit;
- The HUD brochure A Good Place to Live;
- The HUD brochure on lead-based paint (Protect Your Family From Lead in Your Home) and information about where blood level testing is available;
- Conditions and procedures for notifying the Program Operator of changes which may occur between annual reexaminations;
- Tenant Responsibility form;
- Utility schedule;

- Instructions on calculating gross rent; and
- Any supplemental material deemed necessary.

The Program Operator will discuss allowable deposits that can be collected by the owner; conditions in the lease under which tenancy may be terminated, and conditions under which TBRA Housing Program assistance may be terminated.

Household Obligations

While the relationship between the tenant and landlord are the same as in the private housing market, the TBRA Housing Program participants have the following additional obligations:

1. The household must supply any information that is determined to be necessary in the administration of the Program, including submission of required evidence of citizenship or eligible immigration status. The household will indicate whether or not they've been evicted in the past five years and if so, will provide an explanation as to why they were evicted.
2. The household must supply any information requested by the Program for use in a regularly-scheduled reexamination or interim examination of household income and composition.
3. The household must sign and submit consent forms for obtaining information, as applicable.
4. All information supplied by the household must be true and complete.
5. Any guest or household member that causes damages beyond normal wear and tear will be the responsibility of the household. If Housing Quality Standards (HQS) failures are determined to be caused by a tenant or guest, it will be the tenant's responsibility to correct. If the failure is life threatening, the tenant must correct the defect within 24 hours. For other tenant-caused failures / defects the tenant must correct the defect within 30 calendar days (or by a Program-approved extension).
6. The household must allow the Program Operator to inspect the unit for Housing Quality Standards at reasonable times and after reasonable notice (24 hours).
7. The household may not commit any serious or repeated violation of the lease.
8. The household must notify the owner and, at the same time, notify the Program Operator no less than 30-days prior to when the household intends to move out of the unit or terminate the lease.
9. The household must give the Program Operator a copy of any owner eviction notice within three business days.

10. The household must use the assisted unit for residence by the household. The unit must be the household's only residence.
11. The Program Operator must approve the composition of the household residing in the unit. The household must inform the Program Operator of the birth, adoption, or court-awarded custody of a child within three business days. The household must request Program Operator approval to add any other household member as an occupant of the unit.
12. The household must notify the Program Operator if any household member no longer resides in the unit within three business days.
13. The household must not sublease or sublet the unit.
14. The household must not assign the lease or transfer the unit.
15. The household must supply any information or certification requested by the Program Operator to verify that the household is living in the unit, at any time.
16. The household must not own or have any interest in the unit except if the household is receiving rental assistance for mobile home space rent.
17. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with the Program.
18. Any members of the household, including guests, may not engage in drug-related criminal activity or violent criminal activity.

Discretion to Deny or Terminate Assistance

In deciding whether to deny or terminate assistance because of action or failure to act by members of a household, the Program Operator has the discretion to consider all of the circumstances in each case, including the seriousness of the case and the extent of participation or culpability of individual household members. The Program Operator may also review the household's more recent history and record of compliance, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

The Program Operator may impose, as a condition of continued assistance for other household members, a requirement that household members who participated in or were culpable for the action or failure to act will not reside in the unit. The Program Operator may permit the other members of the household to continue in the Program.

Term of the TBRA Housing Authorization

A newly issued TBRA Housing Authorization will be valid for a period of 60 days from the date of issuance. A household may request an extension of the 60-day time period. A maximum of 60 additional days (approved in 30-day increments) may be approved if:

- Extenuating circumstances (e.g., hospitalization or household emergency) which has affected the household's ability to find a unit within the 60 days; or
- The household has evidence that they have made consistent effort to locate a unit and requested assistance from the Program Operator to help locate a unit.

Joint Custody of Children

Children who are subject to a joint custody agreement will be considered members of the household if the applicant has at least 50% legal custody of the minor as evidenced by legal documentation.

Alimony and Child Support

Regular alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, CSPC will use the amount awarded by the court unless the household can verify that they are not receiving the full amount and have made an effort to collect payments. Efforts to collect payments include filing with courts or appropriate agencies responsible for enforcing such payments.

TBRA Housing Authorization Determination for Split Households

In cases where a household assisted by the TBRA Program becomes divided into two families due to divorce, legal separation, or the division of the household, the Program will review the situation and make a determination as to who will retain assistance, subject to the following:

- The desires of the parties involved;
- Which party maintains custody of the dependent children;
- To whom the assistance was issued;
- Who remains in the unit;
- Whether domestic violence is involved.

Documentation to support this information will be the responsibility of the requesting party. If documentation is not provided, the Program reserves the right to determine who will receive the assistance.

Initial, Annual and Interim Examinations

The Program Operator will perform initial, annual and interim examinations, as required.

Annual Reexaminations

Families will be notified in writing 120 days in advance of the scheduled effective date of the reexamination. The Program Operator will use the same procedures for obtaining and verifying information that were used at admission. The Program Operator will compare the information the household reports against the household's most recent reexamination to identify any discrepancies and ask the household to explain them.

The following procedures will be followed for each reexamination:

- Re-verification of household income and composition;

- Unit inspection;
- Rent reasonableness verified, if the landlord is requesting a rent increase;
- The household and owner are notified of changes in subsidy and tenant rent.

The head of household, and any additional adult living in the unit must have a current Form HUD-9886, *Authorization for Release of Information/Privacy Act Notice*, on file any time verification of income is to be determined.

Families and owners will be notified of the results of the reexamination and effective date of any changes.

Interim Examinations

The household may request an interim reexamination of household income/composition when changes have occurred since the last determination. The Program Operator will conduct a household-requested reexamination within 10 working days of the request.

If the interim reexamination indicates that the tenant rent will be reduced or increased by 10% or more, changes may take effect the first of the month following the determination, allowing for a minimum of 30 days notification to the tenant and landlord. If the increase/decrease is less than 10%, no change will be processed, but the documentation will become part of the tenant file.

Public Assistance Income Changes

The Program Operator will not reduce the household share of rent for families whose public assistance is reduced due to:

- Fraud;
- Failure to participate in an economic self-sufficiency program;
- Noncompliance with a work activity requirement.

The prohibition of rent reduction is not applicable if the public assistance is reduced due to the expiration of a lifetime limit on receiving benefits, or the household complied with public assistance program requirements but is unable to obtain employment.

The Program Operator will obtain written verification from the welfare department which indicates that the reduction was due to noncompliance or fraud before denying the request for rent reduction.

The Program Operator will notify the owner and household of the results of the reexamination of income.

VI. LEASE APPROVAL AND HOUSING ASSISTANCE PAYMENT CONTRACT EXECUTION

Ownership Documentation

Owners must provide their current address of residence or business. Owners must submit proof of ownership of the property and a Letter of Transfer of Authority if a management agent manages the property.

Families may not lease properties owned by relatives.

Rent Reasonableness

The Program Operator will make a determination as to the reasonableness of the rent the owner is proposing in relation to comparable units on the private unassisted market. The market area for rent reasonableness comparables shall include the similar areas of the city or county where the proposed rental is located.

Rent reasonableness determinations are made when units are placed under contract for the first time and when owners request annual or special contract rent adjustments. The Program Operator will certify and document in the tenant file that the approved rent:

- Does not exceed rents charged by the owner for comparable unassisted units in the private market; and,
- Is reasonable in relation to rents charged by other owners for comparable units in the private market.

The items used for rent reasonable documentation include:

- Square footage;
- Number of bedrooms;
- Number of bathrooms;
- Location;
- Unit type;
- Quality;
- Amenities;
- Facilities;
- Date built; and,
- Management and maintenance services.

Documentation of the rent reasonableness study for each unit leased will be maintained by the Program Operator.

The Program Operator will maintain a file(s) that includes comparable data on unassisted units in the private market, and will compare the subject unit against selected units in the same area with similar characteristics. Adjustments will be made for favorable and unfavorable differences between the subject unit and the comparables. The information on unassisted units will be updated on an annual basis.

Issuance of TBRA Housing Authorization and Requesting Program Approval to Lease a Unit

When a household is selected for participation in the TBRA Program, the Program Operator will issue a TBRA Housing Authorization to the household. The household may search for a unit within the Town of Yountville. When the household finds a unit, and the owner is willing to lease the unit under the Program, the household must request Program Operator approval of the unit.

The household must submit request for lease approval and a copy of the proposed lease. Both documents must be submitted during the term of the TBRA Housing Authorization. The lease submitted for approval must also include the Lease Addendum and Additional Lease Addendum. These Lease Addendums are required under both the Section 8 Housing Assistance Program and the Town of Yountville TBRA Program. The Lease Addendums are attached as “**Attachment G and Attachment H**”.

The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

Lease Approval / Disapproval

After the Program Operator has reviewed the Home Rental Assistance Program Request for Unit Approval form, the proposed lease agreement, documented rent reasonableness, and conducted an inspection and passed the unit, the Program Operator may approve the lease. If the Program Operator determines that the lease cannot be approved (e.g. fails rent reasonableness), the landlord and household will be notified and the reason(s) provided. The Program Operator will explain the problems to the owner and suggest how they may be corrected. If the problem can be corrected, the Program Operator will continue processing the Home Rental Assistance Program Request for Unit Approval.

If the problem cannot be corrected after negotiations with the owner, the Program Operator will inform the tenant that the lease is not approved and that the tenant should continue to search for eligible housing.

HOME TBRA Contract

The TBRA Contract is a contract between the Program and an owner. In the TBRA Contract for TBRA Program assistance, the owner agrees to lease a specified dwelling unit to a specified eligible household, and the Program agrees to make monthly housing assistance payments to the owner for the household. The Town of Yountville TBRA Contract is based on the HAP Contract used for the Section 8 Housing Assistance Program. A copy of the Program’s HOME TBRA Contract template is attached as “**Attachment I**”.

HOME TBRA Contract Execution Requirement

Prior to HOME TBRA contract execution, the Program Operator will ensure that the income information is not more than 120 days old for participants or not more than 60 days old for new admissions.

VII. HOUSING QUALITY STANDARDS

Policy

No unit will be placed on the TBRA Program unless Housing Quality Standards (HQS) and applicable local building codes are met. The units must continue to meet these standards as long as the household is on the Program. Lead-based paint requirements will apply to all units constructed prior to 1978. The Program adheres to the acceptability criteria in HUD Section 8 Housing Assistance program regulations for Housing Quality Standards, as shown in "**Attachment J**". The link to the current Housing Quality Standards Inspection Form is contained in "**Attachment K**" of these Program Guidelines.

All Housing Quality Inspections will be performed by the Program Operator (or its designee).

There are four types of inspections:

- Initial
- Annual
- Special
- Move-out: Move-out inspections will be completed within 15 working days when requested by either the tenant or landlord.

Clearing Deficiencies

At initial and annual inspections, the owner will be given not more than 30 days to correct the items noted as "fail" (extenuating circumstances could, with Program Operator approval, extend the time limit). The owner may be allowed two reinspections for repair work to be completed (at inspector's discretion) depending upon the complexity of work to be done. If, after the two inspections, the unit still fails HQS, the household will be required to find another unit if they wish to remain on the TBRA Program.

Owner Fails to Correct Housing Quality Standards Items

If the HOME TBRA contract is terminated due to the owner's failure or refusal to correct the failed items, and the current TBRA Program tenant was required to move to another unit to continue receiving TBRA Program assistance, the Program Operator will not approve the vacated unit for a new TBRA Program tenant for a minimum of one year, and only upon receiving a written assurance from the owner that they will fulfill the requirements of the minimum HQS in the future.

Request for Special Unit Inspection

A landlord/owner, tenant, or the Program Operator may request to have the tenant's unit inspected prior to the reexamination date. The Program Operator will schedule the inspection within ten working days of the request.

VIII. DENIAL OR TERMINATION OF ASSISTANCE

Tenant Fraud

If the household has knowingly committed fraud in connection with the TBRA Program, the Program Operator may terminate assistance and cancel the contract.

If the household has misrepresented income, assets, or allowances, which would have caused an increase in the tenant portion of the rent, the Program Operator will make every effort to recover any overpayment made as a result of tenant fraud or abuse.

If the household intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the Program Operator may deny or terminate assistance.

Landlord Fraud

If a landlord has committed fraud or misrepresentation in connection with the TBRA Program, the Program Operator will terminate the contract and review the circumstances and household's involvement to determine if the household is eligible to relocate to another unit with continuation of assistance.

The Program may bar the landlord from participation in the TBRA Program for breach of the HOME TBRA Contract.

The Program Operator will make every effort to recover any overpayments made as a result of landlord fraud or abuse.

Lease Violations

Termination of tenancy or failure to renew leases will only be permitted for the following reasons:

- Tenants have serious or repeated violations of the terms and conditions of the lease.

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease;
- If the owner notifies the household of termination of tenancy for serious or repeated lease violations, and the household moves from the unit prior to the completion of court action.
- If there are police reports, neighborhood complaints or other third party information, that has been verified by the Program Operator.
- Tenants were part of a transitional housing program and completed their allowable transitional housing period; or,

- Other “good cause” exists for termination of the tenancy.

ATTACHMENT A

CURRENT INCOME LIMITS FOR NAPA COUNTY

As of June 28, 2019

Household Size:

Income Category:	1	2	3	4	5	6	7	8
60%	\$42,180	\$48,240	\$54,240	\$60,240	\$65,100	\$69,900	\$74,700	\$79,560
80%	\$55,650	\$63,600	\$71,550	\$79,500	\$85,900	\$92,250	\$98,600	\$104,950

The link to the official, HCD-maintained HOME Income Limits is:

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

ATTACHMENT B

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

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

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 - (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) *Welfare assistance payments.*
 - (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

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

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

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

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

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

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

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

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

ATTACHMENT C

24 CFR Part 5 Annual Income Exclusions

§5.609 Annual income.

...

(c) Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and

objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

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

ATTACHMENT D

Asset Inclusions and Exclusions

January, 2005

Inclusions:

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

Exclusions

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

ATTACHMENT E
CURRENT UTILITY ALLOWANCES

Please see link below for the current utility allowances:

<http://www.cityofnapa.org/ArchiveCenter/ViewFile/Item/142>



ATTACHMENT F
HOME TBRA Eligibility Agreement



TENANT NAME:	Unit Size:	Issued On:
Number of Household Members:		

1. HOME TBRA Rental Assistance Program

This Agreement by the Town of Yountville and the Tenant identified above who is eligible to participate in the HOME TBRA Rental Assistance Program (Program) operated by the Town of Yountville. Under the Program, the Town of Yountville makes monthly payments to the Landlord on behalf of the eligible Tenant pursuant to a separate agreement between the Town of Yountville and the landlord (HOME TBRA Contract) with HOME funds received from HCD pursuant to the Standard Agreement.

By executing this Agreement, the Town of Yountville fully expects to have HOME funds available to provide financial assistance to the Tenant. The Town of Yountville is under no obligation to the Tenant or the Landlord or any other party until the Town of Yountville has approved the unit and a lease addendum has been entered into between the Landlord and the Tenant.

The Town of Yountville will work with the Landlord and the Tenant to execute all of the necessary documents as follows:

- The Landlord and the Tenant must sign a Lease Addendum and an Additional Lease Addendum regarding domestic violence tenant protections (Attachments G and H).
- The Landlord and the Town of Yountville must sign a HOME Rental Assistance Contract (Attachment I).
- Once all necessary documents have been signed, payments to the Landlord can be processed.

2. Tenant and Program Share of the Rent

- A. The portion of the rent payable by the Tenant to the Landlord ("Tenant's Share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the Program Operator with information about income, assets and other household circumstances that affect the amount the Tenant will be required to pay. The Tenant's Share may change as a result of changes in income or other household circumstances. The Tenant is also responsible for payment of all utilities not included in the rent.
- B. Each month, the TBRA Program will make a rental subsidy payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's Share of the rent; or

- C. If applicable, each month, the TBRA Program will make the full rent payment to the Landlord and a partial payment for Utilities to the tenant, as determined using the local public housing authority's (PHA's) current utility allowance schedule.

3. **Requirements for Participating Tenants**

The Household must:

- supply true and complete information about the household's income, assets, and other household circumstances that affect eligibility and the amount of the Tenant's Share, and cooperate fully with initial, annual and interim re-examinations;
- sign and submit consent forms for obtaining information, as applicable;
- allow the Program Operator or its designee to inspect the unit at acceptable times, after giving reasonable notice (24 hours);
- use the dwelling unit as the household's principal place of residence and solely as a residence for the household;
- notify the Program Operator and property manager when there is a change in household composition;
- not sublease or sublet the unit;
- not own or have any interest in the unit;
- not commit any serious or repeated violation of the Lease;
- not commit fraud, bribery or any other corrupt or criminal act in connection with the HOME Rental Assistance Program;
- not engage in drug-related criminal activity or violent criminal activity;
- notify the owner and the Program Operator no less than 30-days prior to when the household intends to move out of the unit or terminate the assistance;
- notify the Program Operator of abuses such as side payments or other overcharges and Section 8 Housing Quality Standards (see **ATTACHMENT J**) violations in the unit; and
- provide the Program Operator with a copy of any owner eviction notice within three (3) business days;

4. **Period of Rental Assistance**

Assistance under the HOME TBRA Program is not guaranteed. The assistance is currently anticipated to be available for a period of two (2) years.

Assistance may be terminated if:

- the household's monthly cost of housing does not exceed 30% of the household's adjusted income;
- at any re-examination, the Tenant's income is greater than the published income limit for the program;

- the Tenant is evicted from the assisted unit, for other good cause;
- the Tenant provides false information or commits any fraud in connection with the TBRA program, or fails to cooperate with required re-examinations; or
- funding for the TBRA Rental Assistance Program is terminated or becomes otherwise unavailable.

The Program Operator will give the Tenant at least 30 days' notice of termination of assistance.

5. Location of Rental Assistance

An applicant may choose to remain in their current unit, or may choose to rent an eligible unit within the service area identified in the Eligibility section on page 5.

During 12 months from a federally-declared disaster due to a pandemic, preference shall be given to applicants who have been economically impacted by the disaster and who can lease-in-place. If the applicant is not able to lease-in-place, they shall not be eligible to receive this preference.

6. Equal Housing Opportunity

If a Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, sexual orientation, gender identity, religion, disability, national origin, or familial status, the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 669-9777.

The Town of Yountville:	
Name:	Signature:
Date:	Telephone:
ELIGIBLE TENANT:	
Name:	Signature:
Date:	Telephone:



ATTACHMENT G LEASE ADDENDUM



TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum ("Addendum") adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. Purpose of the Addendum.** The Tenant Lease for the above-referenced unit is being amended to include the provisions of this Addendum because the Tenant has been approved to receive rental assistance under the Town of Yountville's HOME Tenant-Based Rental Assistance Program operated by the Program Operator. Under the HOME Rental Assistance Program, the Town of Yountville will make monthly payments to the Landlord on behalf of the Tenant pursuant to the HOME TBRA Contract (Attachment IH).
- B. Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- C. Terms of the Lease.** The tenant lease shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; or (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease.
- D. Rental Assistance Payment.** Each month the Town of Yountville will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.
- E. Utilities and Appliances.** The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE	Included in Rent	Tenant-Paid
Garbage Collection		
Water/Sewer		
Heating Fuel (specify type: _____)		
Lights, electric		
Cooking Fuel (specify type: _____)		
Other (specify)		
Refrigerator		
Stove/Range		

- F. Household Members.** Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the Town of Yountville and obtaining the Landlord's permission. Household members:

•
•
•
•
•
•

- G. Housing Quality Standards.** The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).
- H. Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify the Town of Yountville in writing when eviction proceedings have begun. This may be done by providing the Town of Yountville with a copy of the required notice to the Tenant.
- I. Prohibited Lease Provision.** Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.
- (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.
 - (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property

without notice to the Tenant and a court decision on the rights of the parties.

- (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Household (i) without instituting a civil court proceedings in which the Household has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
- (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

J. Nondiscrimination. The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, sexual orientation, gender identity disability, national origin, or familial status.

TENANT SIGNATURES	LANDLORD SIGNATURES
By: (Type or Print Name of Tenant Representative)	LANDLORD NAME:
(Signature/Date)	By: (Type or Print Name of Landlord Representative)
By: (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	



ATTACHMENT H

ADDITIONAL LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above-referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date



ATTACHMENT I

HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) CONTRACT



LANDLORD NAME & ADDRESS _____ _____ Telephone No. (____)____-____	UNIT NO. & ADDRESS _____ _____ _____	TENANT NAME(S) _____ _____ _____
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This HOME TBRA Contract ("Contract") is entered into between the Town of Yountville and the Landlord identified above. This Contract applies only to the Tenant household and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on¹_____ and end no later than 12 months from the start of the Contract on _____. The Contract automatically terminates on the last day of the term of the Lease.

2. RENT AND AMOUNTS PAYABLE BY TENANT AND THE TOWN OF YOUNTVILLE

- A. *Initial Rent.* The initial total monthly rent payable to the Landlord for the 12 months of this Contract is \$_____.
- B. *Rent Adjustments.* With no less than 60 days' notice to the Tenant and **the Town of Yountville**, the owner may propose a reasonable adjustment to be effective no earlier than 60 days from the date of notice. The proposed rent may be rejected by either the Tenant or **the Town of Yountville**. The Tenant may reject the proposed rent by providing the Landlord with 30 days' written notice of intent to vacate. If **the Town of Yountville** rejects the proposed rent, **the Town of Yountville** must give both the Tenant and the Landlord 30 days' notice of intent to terminate the HOME TBRA Contract.
- C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by **the Town of Yountville**, the Tenant's share of the rent shall be \$_____.
- D. *The Town of Yountville's Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by **the Town of Yountville**, **the Town of Yountville's** share of the rent shall be \$_____. Neither **the Town of Yountville** nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Landlord against the Tenant. **The Town of Yountville's** obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord

¹ Insert the date assistance starts.

shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

F. *Overpayments.* If **the Town of Yountville** determines that the Landlord is not entitled to any payments received, in addition to other remedies, **the Town of Yountville** may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other HOME TBRA Contract.

3. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 982.401, including all of the services, maintenance and utilities agreed to in the Lease.
- B. **The Town of Yountville** and **HCD** shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If **the Town of Yountville** determines that the Landlord is not meeting these obligations, **the Town of Yountville** shall have the right, even if the Tenant continues in occupancy, to terminate payment of **the Town of Yountville's** share of the rent and/or terminate the Contract.

4. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify **the Program Operator** in writing when eviction proceedings are begun. This may be done by providing **the Program Operator** with a copy of the required notice to the tenant.

5. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, sexual orientation, gender identity, disability, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and **the Town of Yountville**, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with **the Town of Yountville** and with **The California Department of Housing and Community Development (HCD)** in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

6. TOWN OF YOUNTVILLE AND HCD/HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which **the Town of Yountville, HCD or HUD** may reasonably require.
- B. The Landlord shall permit **the Town of Yountville, HCD or HUD**, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

7. RIGHTS OF THE TOWN OF YOUNTVILLE IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
 - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. **The Town of Yountville** right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If **the Town of Yountville** determines that a breach has occurred, **the Town of Yountville** may exercise any of its rights or remedies under the Contract. **The Town of Yountville** shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by **the Town of Yountville** to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by **the Town of Yountville** in accordance with this Contract shall be effective as provided in a written notice by **the Town of Yountville** to the Landlord. **The Town of Yountville** exercise or non-exercise of any remedy shall not

constitute a waiver of the right to exercise that or any other right or remedy at any time.

8. THE TOWN OF YOUNTVILLE'S RELATION TO THIRD PARTIES

- A. **The Town of Yountville** does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of **the Town of Yountville** and this Contract does not create or affect any relationship between **the Town of Yountville** and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HCD and HUD) to enforce any provision of this Contract or to assess any claim against HUD, HCD, **the Town of Yountville** or the Landlord under this Contract.

9. CONFLICT OF INTEREST PROVISIONS

No employee of **the Town of Yountville**, Name of Program Operator, or HCD who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

10. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of **the Town of Yountville**. **The Town of Yountville** shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to **the Town of Yountville**) to comply with all terms and conditions of this Contract.

11. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and **the Town of Yountville**. No changes in this Contract shall be made except in writing signed by both the Landlord and **the Town of Yountville**.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

12. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 982.401, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	The Town of Yountville's Representative:
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE ACH CREDIT SERVICE or MAILED TO:

SS NO. _____

NAME(S) _____

ADDRESS _____

SIGNATURE OF OWNER

DATE

SIGNATURE OF OWNER

DATE

ATTACHMENT J

24 CFR § 982.401 Housing Quality Standards (HQS)

(a) Performance and acceptability requirements.

1. This section states the housing quality standards (HQS) for housing assisted in the programs.

(2)

(i) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

(3) All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

(4)

(i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:

(A) Meet or exceed the performance requirements; or

(B) Significantly expand affordable housing opportunities for families assisted under the program.

(iv) HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) Sanitary facilities—

(1) Performance requirements. The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) Acceptability criteria.

- (i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- (ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- (iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- (iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(c) Food preparation and refuse disposal—

(1) Performance requirement.

- (i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- (ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

(2) Acceptability criteria.

- (i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the household. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the household. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- (ii) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- (iii) The dwelling unit must have space for the storage, preparation, and serving of food.
- (iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

(d) Space and security—

- (1) Performance requirement.** The dwelling unit must provide adequate space and security for the household.

(2) Acceptability criteria.

- (i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- (ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- (iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- (iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) Thermal environment—

- (1) Performance requirement.** The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

(2) Acceptability criteria.

- (i) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- (ii) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

(f) *Illumination and electricity—*

(1) *Performance requirement.* Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

(2) *Acceptability criteria.*

- (i) There must be at least one window in the living room and in each sleeping room.
- (ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- (iii) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

(g) *Structure and materials—*

(1) *Performance requirement.* The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

(2) *Acceptability criteria.*

- (i) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- (ii) The roof must be structurally sound and weathertight.
- (iii) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- (iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- (v) Elevators must be working and safe.

(h) *Interior air quality—*

(1) *Performance requirement.* The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

(2) *Acceptability criteria.*

- (i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- (ii) There must be adequate air circulation in the dwelling unit.
- (iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.
- (iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(i) *Water supply—*

(1) *Performance requirement.* The water supply must be free from contamination.

(2) Acceptability criteria. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) Lead-based paint performance requirement. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

(k) Access performance requirement. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) Site and Neighborhood—

(1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) Sanitary condition—

(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.

(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) Smoke detectors performance requirement—

(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

(2) For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

ATTACHMENT K

HOUSING QUALITY STANDARDS (HQS) INSPECTION FORMS

The TBRA Program will use the following HQS Inspection Form, which may be printed and attached below:

<http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf>

ATTACHMENT L

CURRENT RENT STANDARDS, FOR TOWN OF YOUNTVILLE TBRA PROGRAM, BASED ON - 110% OF HUD FMRs BELOW:

<u>Efficiency</u> <u>(0-Bedroom)</u>	<u>One-</u> <u>Bedroom</u>	<u>Two-</u> <u>Bedroom</u>	<u>Three-</u> <u>Bedroom</u>	<u>Four-Bedroom</u>
\$1,347**	\$1,569**	\$2,068**	\$2,983**	\$3,083**

IMPORTANT: Rent Standard represents the maximum approvable gross unit rent (meaning including the applicable Utility Allowance) by Unit Bedrooms

Final FY 2020 (effective 10/1/19-9/30/20) HUD FMRs By Unit Bedrooms

<http://www.huduser.org/portal/datasets/fmr.html>

	<u>Efficiency</u>	<u>One-</u> <u>Bedroom</u>	<u>Two-</u> <u>Bedroom</u>	<u>Three-</u> <u>Bedroom</u>	<u>Four-</u> <u>Bedroom</u>
Final FY 2020 HUD FMR	\$1,225	\$1,427	\$1,880	\$2,712	\$2,803

Note: The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four-bedroom FMR for each extra bedroom. For example, the FMR for a five-bedroom unit is 1.15 times the four-bedroom FMR, and the FMR for a six-bedroom unit is 1.30 times the four-bedroom FMR.

ATTACHMENT M



HOME Tenant-Based Rental Assistance (TBRA) Program Tenant Selection Plan



The Tenant Selection Plan and Outreach Strategy is part of the Town of Yountville's HOME Tenant-Based Rental Assistance (TBRA) Program administered by the Town of Yountville Housing Division.

TBRA Policies Affecting Marketing and Tenant Selection

Target Population

HOME TBRA will be targeted to individuals and their household members with income at or below 60% of the Area Median Income (AMI) at the time the TBRA rental assistance is provided to the participant.

Program Eligibility Requirements

This program is designed for households whose monthly rent and utility costs exceed 30% of their adjusted household income. Prior to occupancy, an applicant must qualify under all HOME eligibility criteria.

Income Limits are established by HUD and adjusted annually

The household's annual income may not exceed the applicable HOME income limit for the household size. Current income limits can be viewed at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. To be eligible for TBRA rental assistance, the applicant's household gross annual income must be at or below 80% of the area median household income (AMI) adjusted for household size. However, at least 90% of households served under this Program must be at or below 60% AMI.

Preferences

Preferences affect only the order of applicants on the wait list. They do not make anyone eligible who was not otherwise eligible, and they do not change the Town of Yountville's screening criteria. Preference shall be given, within 12 months of a federally-declared disaster due to a pandemic, to applicants who have been economically impacted by the disaster and can lease-in-place as described in the Program Guidelines..

Applying the Preferences

At the time of application, the applicant household certifies whether or not it is eligible for a preference. All information supplied in support of the applicant's eligibility for a preference must be verified. This information will be verified at the time of application.

Wait List

Placement on the Town of Yountville's wait list shall be determined by online lottery. For placement on the Town of Yountville's wait list, applicants selected through the lottery must complete an application and relevant consent forms within two weeks of the Town of Yountville notifying them of selection and the need to submit an application and all necessary forms.. Failure to submit this within the two-week time period will result in the applicant being removed from the waiting list. Placement on

the wait list does not constitute acceptance. Further eligibility acceptance and screening is required prior to approval of assistance. Applicants will be placed on the wait list based on the lottery. If there are not sufficient households signed up for the wait list lottery, then selection shall be in chronological order by the date the complete application is received.

The Town of Yountville will maintain one wait list. All applications will be date and time stamped when they are received.

Applicants under the age of 18 will be processed only if they are emancipated in accordance with State law or if State law requires housing be made available to minors.

If an applicant claims a preference, it will be noted on the wait list. The preference will be verified when the applicant is being processed for assistance. Applicants who apply and do not meet the preference criteria will be informed that they will be assisted on a first-come, first-served basis after all preferences have been assisted.

Applicants claiming a preference which cannot be verified will be considered a non-preference applicant, and reflected as such on the wait list.

Announcement and Marketing

Public announcement will be made per the Affirmative Fair Housing Marketing Plan.

Application Process

The Town of Yountville shall use an online lottery to select households for the waiting list if there are more households interested in applying than funding available. Detailed instructions on how to apply to the online lottery to be placed on the waiting list can be e-mailed or mailed to anyone interested in receiving one. Instructions will also be available on the Town of Yountville's website. Anyone who does not have access to the internet or who needs reasonable accommodations or additional assistance in order to sign up for the online lottery for the waiting list can contact the Town of Yountville Housing Division for assistance.

Applicants can check their places on the online waiting list after the lottery. If there are more applicants than funds available, not everyone will be placed on the waiting list. If additional funds become available in the future, households not selected for the waiting list through the lottery would need to re-apply.

Application packets shall be provided to applicants selected for the waiting list by the Town of Yountville. Application packets can be mailed or emailed. Detailed instructions will be included with the application packet on how to deliver the completed application.

Applications will be accepted by mail to the Town of Yountville or in person at the Town of Yountville Housing Division office located at 1115 Seminary Street, Napa. Funding will be available on or after May 11, 2020. Meetings with applicants will take place at a pre-arranged location convenient to the applicant. If there is a shelter-in-place order in effect, a combination of virtual or phone meetings can be substituted.

Rejecting Ineligible or Unqualified Applicants

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection. This notice will advise the applicant that he/she may within fourteen (14) calendar days of the date

of the notice, request in writing a meeting by telephone to discuss the reasons for rejection.

Should the applicant request a meeting to discuss the rejection, it will be conducted by the Town of Yountville in person (or by-phone or virtually if the jurisdiction is under a shelter-in-place order). The applicant will be advised in writing of the results of this meeting within five (5) business days.

Process for Opening and Closing the Wait List

Opening the Wait List:

A classified ad will be placed in the local newspaper. Advertisements will include how, where and when to apply for the online lottery for the waiting list and will conform to the advertising and outreach activities described in the Affirmative Fair Housing Marketing Plan.

Closing the Wait List:

The wait list will be closed when the available Program funds have been fully committed. At that time, the Town of Yountville will no longer accept additional applications.

Occupancy Standards

Occupancy standards are based on the following:

<u>Rental-Assisted Unit</u>	<u>Number of Persons</u>	
<u>Bedroom Size</u>	<u>Minimum</u>	<u>Maximum</u>
One Bedroom	1	2
Two Bedroom	2	4
Three Bedroom	3	6
Four Bedroom	4	8

In addition, household composition is taken into account and unit size is also based on the following:

- a) Will count all full-time members of the household;
- b) Will count all persons under the age of 18 anticipated to reside in a unit (**Examples** include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, children whose custody is being obtained by an adult, children who are subject to a joint custody agreement but who live in the apartment at least 50% of the time, foster children who will reside in the apartment, children who are temporarily absent due to placement in a foster home);
- c) Will count live-in attendants; and
- d) Will count children who are away at school, but live with the household during school recesses.

Participant Relocation

A recipient household may move to a new unit during the lease term only:

- When a mutual agreement between the Town of Yountville and the recipient has been signed; or
- For good cause (the recipient must provide documentation such as police reports, court orders, etc.); and
- Within the Program service area as described on the cover page of these Program

Guidelines

In either case, the recipient must provide proper notice (30-day written notice) to the Town of Yountville and the Property Manager prior to initiating a move.

Unit Inspections

Unit(s) will be inspected within 30 days prior to the first assistance payment, and then annually by the Program Operator. However, HCD is authorized to inspect the unit(s) at any time. Residents will be notified in writing 48 hours in advance of unit inspections.

Annual inspections are performed by the Program Operator to determine whether the unit continues to meet minimum HQS standards and to ensure the units are safe, clean and free of damages.

Annual Recertification

Recertification is the process by which all information, income, assets and certain expenses regarding the applicant(s) eligibility for TBRA assistance is reviewed and the amount of that assistance is re-computed. The Town of Yountville shall provide reminder notices to residents informing them of their responsibility to provide information about changes in household income or composition that are necessary to properly complete an annual recertification. The notification shall be in writing and shall include a list of information that residents are required to bring with them to their recertification interview. This list shall include documentation needed to support the recipients' household income as well as documentation to support any deductions they may be eligible to receive.

All recipient households are subject to annual recertification if the term of assistance is extended beyond 12 months. It is not currently anticipated the term shall be extended. The Town of Yountville shall annually recertify all tenants that receive TBRA assistance. This is not an option but a requirement to receive assistance.

The annual recertification process begins 120 days prior to the recipient household's effective assistance/move-in date. Recipients will interview with the Town of Yountville or its designee to determine continued eligibility on the project. Information reported in the interview will be verified by sending out third-party verification forms. The recertification process is a time-sensitive process. Timely completion includes the issuance of the required 30-day notice of a rent change.

The annual recertification must be completed by the 10th day of the eleventh month following the recipients' last annual recertification or assistance/move-in certification.

Interim Recertification

To ensure that recipients pay rents commensurate with their ability to pay, recipients must supply information requested by the Town of Yountville for use in an interim recertification of household income and composition in accordance with HOME TBRA requirements.

1. Recipients must notify management when:

- a. A household member moves out of the unit;
- b. The household proposes to move a new member into the unit;
- c. The household's income cumulatively increases by ten percent (10%) or more per month.
- d. An adult member of the household who becomes unemployed or employed.

2. Recipients may request an interim recertification if circumstances occur since the last recertification that may affect their TBRA assistance payment. Changes a recipient may report include the following:

- a. Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed household member, and loss or reduction of welfare income;
- b. Increases in allowances including, but not limited to, increased medical expenses, and higher child care costs; and
- c. Other changes affecting the calculation of a household's annual or adjusted income including, but not limited to, a household member turning 62 years old, becoming a full-time student, or becoming a person with a disability.

If the Town of Yountville learns that a recipient household has failed to report a change in income or household composition, the following steps will be taken:

- a. Refer the recipient to the lease and/or TBRA Eligibility Agreement clauses that require the interim recertification;
- b. Give the recipient ten (10) calendar days to respond to the notice; and
- c. Inform the recipient that his or her assistance may change.

Once the recipient household responds to the notice and supplies the required information, or if a recipient household reports a change and initiates an interim recertification, the Town of Yountville will process the recertification and will implement changes as follows:

- a. TBRA Assistance Increases (tenant share decreases): the Town of Yountville will implement any resulting TBRA assistance increase effective the first of the month following the date that the change/action occurred.
- b. TBRA Assistance Decreases (tenant share increases): Any resulting TBRA assistance decrease will be implemented effective the first day of the month following a 30-day notice.

If the recipient household fails to respond within ten (10) calendar days, the Town of Yountville may terminate assistance with a written 30-day notice.

Violence Against Women Act (VAWA)

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or household violence laws of the jurisdiction.

Dating Violence means violence committed by a person:

- A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) the length of the relationship;
 - (ii) the type of relationship; and
 - (iii) the frequency of interaction between the persons involved in the relationship.

Stalking means:

- A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or (ii) to place under surveillance with the intent to kill, injure, or intimidate another person; and
- B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts to a place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate household of that person; or (iii) the spouse or intimate partner of that person.

Immediate Household Member means, with respect to a person:

- A) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or
- B) any other person living in the household of that person and related to that person by blood or marriage.

The VAWA protections apply to families applying for or receiving rental assistance payments under the HOME TBRA Program. An applicant cannot be denied admission because he/she has been a victim of domestic violence, dating violence or stalking. Domestic violence, dating violence or stalking is not good cause for the eviction of the victim of that violence. An incident of actual or threatened domestic violence, dating violence, or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. The Lease Addendum must contain language that makes it clear that domestic violence, dating violence or stalking is not good cause for evicting the victim of that violence. Applicants who are or have been victims of domestic violence or stalking or encouraged to complete the HUD approved Certification of Domestic Violence, Dating Violence or Stalking (Form HUD-91066). The Program Operator will allow the landlord to bifurcate or divide the lease as a matter of law so that certain offending tenants can be evicted or removed while the remaining household member's lease and occupancy rights are allowed to remain intact.

Eligibility Agreement

The Town of Yountville will issue an Eligibility Agreement to the recipient which will allow the recipient to remain in their unit and/or locate an acceptable unit, when a recipient's current unit is not eligible, based on its condition or lack of rent reasonableness.

Special Accommodations and Compliance with Section 504 Requirements

The Town of Yountville is committed to providing all persons with equal access to its services, activities, education, and employment regardless of race, color, sex, sexual orientation, ethnic origin, gender identity, religion, disability, or age of any member of an applicant household. For a reasonable accommodation, please contact the Town of Yountville.

**HOME PROGRAM
INTERGOVERNMENTAL AGREEMENT
FOR SERVICES**

THIS HOME PROGRAM INTERGOVERNMENTAL AGREEMENT FOR SERVICES (this "Agreement") is made and entered into under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536 this ____ day of _____, 2020 ("Effective Date") by and between the Town of Yountville, a municipal corporation ("Grantee") and the Housing Authority of the City of Napa, a California public agency and Subrecipient of the Grantee (hereinafter "Program Operator"). Grantee and Program Operator are public entities organized and operating under the laws of the State of California and each is a public entity as defined in California Government Code Section 6500. Grantee and Program Operator may be referred to collectively as "the Parties."

A. The Grantee has applied for and received grant funds from the California State Department of Housing and Community Development ("HCD") HOME Investment Partnerships Program ("HOME Program Grant") allocated to the State from the U.S. Department of Housing and Urban Development ("HUD") under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, and in implementing regulations set forth in part 92 of Title 24 of the Code of Federal Regulations ("CFR"), and in section 8200 *et seq.* of Title 25 of the California Code of Regulations ("CCR").

B. The Grantee's use of the Grant Funds is governed by that certain Standard Agreement _____ by and between the Grantee and HCD dated _____ attached hereto as Exhibit A and incorporated herein by this reference ("the Standard Agreement"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Standard Agreement.

C. The Grantee wishes to utilize the HOME Program Grant and any Program Income to fund an Owner-Occupied Rehabilitation Program ("Rehabilitation Program") and a Tenant Based Rental Assistance Program ("TBRA Program") and to engage the Program Operator to assist the Grantee in administering such programs.

NOW, THEREFORE, it is agreed between the parties as follows:

1. SCOPE OF SERVICE

A. Activities. The Program Operator will be responsible for administering the Rehabilitation and Tenant Based Rental Assistance Programs in the Town of Yountville ("Town"), in a manner reasonably satisfactory to the Grantee and consistent with all standards required by the Standard Agreement. The Program Operator shall comply with all terms and conditions of the Standard Agreement applicable to the Services (defined below) being provided by Program Operator pursuant to this Agreement. The Program Operator will perform the program

delivery activities and general administration activities described in subsections (1) and (2) below (collectively, "Services").

- (1) Program Delivery Activities. Program Operator will provide the following delivery activities:

(A) Rehabilitation Program: Loan application processing and selection of loan recipients, income determination, inspecting and documenting conditions of dwellings, developing bid specifications, conducting bid walks, pre-construction conference, preparing Minor Rehabilitation Residential Environmental Reviews, preparing contracts and loan documents, monitoring construction activities, preparing payment requests and lien waivers, preparing and recommending approval of change orders, inspecting completed work, preparing and recording Notices of Completion, and preparing project closing documents and draw requests, and providing technical assistance.

Determination of applicant eligibility, scope of work, amount of loans, change orders, and other similar decisions shall be the decision of the Grantee based upon the recommendation of the Program Operator.

(B) TBRA Program: Rental assistance application processing, income determination, determination of rental assistance amounts, program briefings, Housing Quality Standards Inspections, preparation of landlord and tenant participation forms, interim examinations and recertifications, issuance of monthly TBRA payments to landlords, preparation of TBRA setup and draw requests to HCD, and provision of technical assistance.

Determination of applicant eligibility, amount of rental assistance, and other similar decisions shall be the decision of the Grantee based upon the recommendation of the Program Operator.

Delivery Activities for Program Income are not included within the Services. However, if Grantee desires Program Operator to provide such services, Program Operator will provide them on a time and materials basis at the rates set forth in Section 4 upon mutual agreement of the Parties.

- (2) General Administration. The Program Operator shall provide the following administrative activities: program outreach and marketing,

annual occupancy monitoring for Rehabilitation Program borrowers, and preparation of reports required by the HOME Program, including quarterly and annual Program Income Reports and Performance Reports, and any applicable labor reports.

B. Program Goals. In providing the Services, the Program Operator shall use best efforts to provide technical assistance and rehabilitation loans to approximately 15 households and Tenant Based Rental Assistance to approximately 15 households in the Town.

C. Staffing. The Program Operator shall provide staff to operate the Programs. Staff assigned to the Programs may include a Housing Rehabilitation Specialist, Housing Rehabilitation Supervisor, Rental Programs Supervisor, Affordable Housing Representative, Housing Secretary, Office Assistant, Management Analyst, Housing Inspector, Housing Specialist, Assistant Housing Manager and Housing Manager.

D. Performance Monitoring. The Grantee will monitor the performance of the Program Operator against goals and performance standards set forth herein. Substandard performance including, without limitation, as provided in Section 6.C, herein, as reasonably determined by the Grantee will constitute a material breach of, and non-compliance with, this Agreement. If action to correct such substandard performance is not taken by the Program Operator within 15 calendar days after being notified in writing by the Grantee, Grantee will be entitled to suspend and/or terminate this Agreement with 15 calendar days' notice.

2. TIME OF PERFORMANCE. This Agreement shall have a term of Five (5) years, starting on the ____ day of _____, 2020 and ending on the ____ day of _____, 2025 (the "Term"); provided however, the Term of this Agreement shall be automatically extended to cover any extensions of the deadline to expend Program funds set forth in Section 3A of Exhibit A of the Standard Agreement.

3 BUDGET.

Rehabilitation Activity Delivery	\$ 90,000.00
TBRA assistance payments	\$237,500.00
TBRA Activity Delivery	12,500.00
Program Administration	<u>\$ 20,000.00</u>
Total for Term of Agreement	\$360,000.00

Grantee will compensate Program Operator for the performance of Services under this Agreement in an amount not to exceed Three Hundred Sixty Thousand Dollars, \$360,000.00, as outlined above.

4. PAYMENT. The Grantee will pay Program Operator for:

(A) Program Operator's time and expenses necessary to perform the Services as compensation in full for Services satisfactorily performed in compliance with this Agreement. The rate for Program Operator's time shall be the then-current fully burdened overhead rate (the "Fully Burdened Overhead Rate") for the employee performing the Services. The Fully Burdened Overhead Rate is an hourly billable rate that captures all Program Operator costs associated with an employee, over and above gross compensation or payroll costs. Typical costs associated with the Fully Burdened Overhead Rate include payroll taxes, worker's compensation, health insurance, paid time off, pension contributions, and other benefits. The applicable Fully Burdened Overhead Rate will depend on the Program Operator employee performing the Services as each employee has a different Fully Burdened Overhead Rate that is calculated based on that particular employee's salary and benefits.

(B) The amount of TBRA payments issued by Program Operator for the TBRA Program. This includes all rental assistance payments made to landlords and, if applicable, all utility allowances paid to tenants

It is expressly agreed and understood that the total amount to be paid by the Grantee to Program Operator for the Services provided under this Agreement shall not exceed the total set forth in Section 3. Payments to Program Operator shall be made against the line item budgets specified in Section 3, herein. The Program Operator shall comply with the provisions in OMB Circular A-87 regarding charges for Services and will charge Grantee for actual costs rather than a fixed fee. Program Operator shall not be entitled to any compensation for additional services provided without Grantee's prior written authorization.

Program Operator will submit a monthly itemized invoice to the Grantee for the Services provided during the preceding month. The invoice will identify the Services performed, itemized listing of TBRA payments, the hours spent performing the Services, the applicable Fully Burdened Overhead Rate(s), and any authorized expenses. Grantee may require a more detailed invoice from Program Operator for the cost of Services provided under this Agreement, and the Program Operator shall provide such supplementary information within 30 calendar days in the form and content prescribed by the Grantee. The Grantee will pay the Program Operator within 30 days after receipt of each invoice.

5. NOTICES. Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee:

Town Manager
Steven R. Rogers, Town Manager
6550 Yount Street
Yountville, CA 94599

Program Operator:

Housing Authority of the City of Napa
Lark Ferrell, Housing Manager
P. O. Box 660
Napa, CA 94559

6. SPECIAL CONDITIONS.

A. General Compliance. During the performance of this Agreement, the Program Operator agrees to comply with the requirements of 24 CFR Part 92 and Section 8200 through, and including, Section 8220 of Title 25 of the CCR concerning the HOME Investment Partnerships Program, and California Health and Safety Code Section 50886 except that: (1) the Program Operator does not assume the Grantee's responsibility for compliance with the National Environmental Policy Act, and (2) the Program Operator does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Program Operator also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the Services provided under this Agreement.

B. Workers' Compensation. The Program Operator shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. Suspension or Termination. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Program Operator materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of the Program Operator to fulfill in a timely and proper manner its obligations under this Agreement;
- (3) Ineffective or improper use of HOME Program Grant funds; or
- (4) Program Operator's submission to the Grantee of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Program Operator, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of this Agreement will not accomplish the purpose for which this Agreement was made, the Grantee may terminate this Agreement in its entirety. If this Agreement is terminated for convenience, Program Operator will be entitled to compensation

for Services performed up to the notice of termination. Unless otherwise approved by Grantee, Program Operator shall refrain from providing any, and will not be entitled to compensation for, any services provided after the termination of this Agreement.

7. ADMINISTRATIVE REQUIREMENTS.

A. Documentation and Record-Keeping.

(1) Records to be maintained. The Program Operator shall maintain all documents and records required by 24 CFR Part 92.508 and 25 CCR 8216 that are pertinent to the Services to be provided by Program Operator under this Agreement. Title to and ownership of all such documents and records shall be in Grantee, which shall at all times be entitled to have access to, and possession and copies of, such documents and records. Such documents and records shall include, but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records required to determine the eligibility of activities;
- (c) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the HOME program; and
- (e) Financial records as required by 24 CFR Part 570.502 and OMB; and Circular A-110.

(2) Retention. The Program Operator shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration or termination of this Agreement. Records for any displaced person must be kept for three (3) years after s/he has received final payment or five (5) years after the expiration or termination of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

(3) Client Data. The Program Operator shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

(4) Disclosure. The Program Operator understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Program Operator's responsibilities with respect to the Services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of the responsible parent/guardian. Notwithstanding the foregoing, Program Operator understands and agrees that such information is not private or confidential as to Grantee in Grantee's administration and oversight of Program Operator's responsibilities under this Agreement, and that Program Operator shall at all reasonable times provide Grantee with complete access to and complete copies of such information, including without limitation, all documents, records and materials retained by Program Operator, as determined to be necessary by Grantee.

(5) Audits, Access and Inspections. Notwithstanding any other provision of this Agreement, all Program Operators documents, information, books, records and other materials with respect to any matters covered by this Agreement shall be made available to the Grantee, HCD, their designees or the Federal and State Government, at any time during normal business hours, as often and as promptly as the Grantee or HCD deems necessary, to audit, examine, copy and make excerpts or transcripts of all relevant information and data. Any deficiencies noted in audit reports that relate to matters within the responsibility and control of Program Operator must be corrected by the Program Operator in accordance with the audit report. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Program Operator hereby agrees to comply with current Grantee policy concerning Program Operator's year-end audit/financial statement requirements, as applicable, in OMB Circular A-133.

C. Reporting. Upon Grantee's request, the Program Operator shall submit a progress report to the Grantee in the form and content as required by the Grantee.

D. Procurement.

(1) OMB Standards. Unless specified otherwise within this Agreement, the Program Operator shall procure all materials, property, or services in accordance with the requirements of 24 CFR 92.505.

(2) Travel. The Program Operator shall obtain prior written approval from the Grantee for any travel costs.

8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT. During the performance of the Services, the Program Operator agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24; and Section 104 (d) of the Housing and Community Development Act of 1974, as amended, and implementing regulation 24 CFR 92, and applicable State HOME Regulations.

9. PERSONNEL AND PARTICIPANT CONDITIONS.

A. Civil Rights.

(1) Compliance. During the performance of the Services, the Program Operator agrees to comply with all applicable local and state laws including, but not limited to, 14-S01, the California Fair Employment and Housing Act and 14-F03, the California Civil Rights Act of 1964, as amended, and with Title VI of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1976, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(a) During the performance of the Services, the Program Operator further certifies that its physical facilities will be accessible in compliance with Section 504 of the Rehabilitation Act of 1973.

(b) During the performance of the Services, the Program Operator certifies that it will make provisions in the Programs for communicating with hearing and speech impaired persons.

(c) During the performance of the Services, the Program Operator certifies that any advertising and outreach materials for the Programs will contain the Program Operator's TDD/TTY number or the telephone number of the California Relay Service.

(2) Nondiscrimination. During the performance of the Services, the Program Operator will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national

origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Program Operator will take affirmative action to ensure 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. The Program Operator agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

(a) The Program Operator will conduct an analysis of racial and ethnic participation rates in the HOME Program, as well as the participation rates by female-headed households and persons with disabilities where applicable, to determine whether any group is actually, or is projected to be, participating at levels below the representation of these groups in the City's population, based on general population data available from the U.S. Census. Program Operator will develop an affirmative marketing strategy to promote interest among such under represented groups in the Grantee's programs. The Program Operator will include information in its performance report as to the affirmative outreach methods it has employed within the past year in compliance with this subsection.

(3) Land Covenants. The Standard Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with the HOME Program Grant, the Program Operator shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or improvements erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Program Operator, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not, itself, so discriminate.

(4) Section 504. During the performance of the Services, the Program Operator agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Program Operator with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

(1) Approved Plan. To the extent applicable to Program Operator's performance of the Services, the Program Operator agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

(2) M/WBE. To the extent applicable to Program Operator's performance of the Services, the Program Operator will use its best efforts to afford minority-women-owned business enterprises (M/WBE) the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women-owned business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Program Operator may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. During the performance of the Services, the Program Operator shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HCD, HUD or its agent, or other authorized State and Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4) Notifications. To the extent applicable to Program Operator's performance of the Services, the Program Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. To the extent applicable to Program Operator's performance of the Services, the Program Operator will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Program Operator will include the provisions of Paragraphs 9.A, Civil Rights, and 9.B, Affirmative Action, in

every subcontract or purchase order under this Agreement, specifically or by reference, so that such provisions will be binding upon each of its own divisions or subcontractors.

C. Employment Restrictions.

(1) Prohibited Activity. The Program Operator is prohibited from using Home Program Grant funds or personnel employed in the administration of the Programs for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) Labor Standards. During the performance of the Services, the Program Operator agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Program Operator shall maintain documents related to compliance with this subsection. Such documentation shall be made available to the Grantee for review upon request.

(3) The Program Operator shall, except with respect to the rehabilitation or construction of residential property containing (12) twelve or more HOME-assisted units, comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Program Operator of its obligation, if any, to require payment of the higher wage. The Program Operator shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

(4) Housing and Urban Development Act of 1968 "Section 3" Clause.

(a) Compliance. To the extent applicable to Program Operator's performance of the Services, Program Operator shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued prior to the execution of this Agreement. Failure to fulfill these requirements shall subject the Grantee, the Program Operator and any of the Program Operator's subcontractors, their successors

and assigns, to those sanctions specified by the Standard Agreement. The Program Operator certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Program Operator further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

To the extent applicable to Program Operator's performance of the Services, the Program Operator further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME-funding project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Program Operator certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

(b) Notifications. To the extent applicable to Program Operator's performance of the Services, the Program Operator agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(c) Subcontracts. The Program Operator will include the Section 3 clause in every subcontract under this Agreement and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Program Operator will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Drug Free Workplace. During the performance of the Services, the Program Operator agrees to comply with the requirements of the Secretary of HUD in accordance with the Drug-Free Workplace requirements and all other applicable Federal, state and local laws and regulations pertaining to drug-free workplace standards, insofar as those acts apply to the performance of this Agreement. The Program Operator shall maintain a written Drug-Free Workplace policy. Such policy shall be made available to the Grantee for review upon request.

D. Conduct.

(1) Assignability. The Program Operator shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Any unauthorized assignment shall be void and unenforceable. Claims for money due or to become due to the Program Operator from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to the Grantee.

(2) Subcontracts.

(a) Approvals. The Program Operator shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the Grantee.

(b) Monitoring. The Program Operator will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports provided to Grantee and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content. The Program Operator shall cause this Agreement in its entirety to be included and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process. The Program Operator shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

(3) Hatch Act. During performance of the Services, the Program Operator shall comply with Chapter 15 of Title 5 of the United States Code.

(4) Conflict of Interest. During performance of the Services, the Program Operator agrees to abide by the provisions of 24 CFR 85.36 with respect to conflicts of interest for procurement of property and with 24 CFR 84.42 for procurement of services. In all cases not governed by these two sections, the Grantee and Program Operator shall comply with 24 CFR 92.356. The Program Operator covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Program Operator hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, or of any designated public agencies receiving funds under the HOME program.

(5) Lobbying. The Program Operator hereby certifies that:

(a) No Federal or State appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the HOME Program Grant, the Standard Agreement or this Agreement;

(b) If any funds other than Federal or State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HOME Program Grant, the Standard Agreement or this Agreement, Program Operator will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) Program Operator will require that the language in this subsection 9(D)(5) be included in any subcontracts and that all Program Operator subcontractors shall certify and disclose accordingly; and

(d) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

(6) Faith-based Activities. The Program Operator shall comply with the requirements of 24 CFR 92.257 which provide, in part, that "Organizations that are directly funded under the HOME Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part."

10. ENVIRONMENTAL CONDITIONS.

A. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Program Operator shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

B. Lead-Based Paint. The Program Operator agrees that any construction or rehabilitation of residential structures funded with the HOME Program Grant shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior

to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

C. Historic Preservation. The Program Operator agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), and the procedures set forth in 36 CFR, Part 800, and Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this provision requires Program Operator to obtain concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. INDEPENDENT ENTITIES. Grantee and Program Operator are independent entities, and Grantee and Program Operator and their respective officers, agents and employees are not, and shall not be deemed, employees of the other agency for any purpose including, but not limited to, worker's compensation and employee benefits.

12. PRIVILEGES, IMMUNITIES AND OTHER BENEFITS. In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

13. GENERAL PROVISIONS.

A. Amendments. The Grantee or Program Operator may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each Party, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Program Operator from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons; provided however, if such amendments result in a

change in the funding, the scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Program Operator.

B. Indemnification. To the full extent permitted by law, Program Operator will indemnify, hold harmless, release, and defend the Grantee (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to Program Operator's negligence, recklessness, or willful misconduct in the performance of its obligations under this Agreement. Consistent with Civil Code Section 2782, Program Operator will not be obligated to indemnify Grantee for the proportionate share of the Liability caused by the Grantee's active negligence, sole negligence, or willful misconduct.

To the full extent permitted by law, Grantee will indemnify, hold harmless, release, and defend the Program Operator (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all Liability of any nature, arising out of, pertaining to, or relating to Grantee's negligence, recklessness, or willful misconduct in the performance of its obligations under this Agreement and the Standard Agreement. Consistent with Civil Code Section 2782, Grantee will not be obligated to indemnify Program Operator for the proportionate share of the Liability caused by the Program Operator's active negligence, sole negligence, or willful misconduct.

C. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, this Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

D. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

E. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

F. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all

prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

G. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

H. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth above.

GRANTEE:
Town of Yountville

PROGRAM OPERATOR:
Housing Authority of the City of Napa

Steven R. Rogers, Town Manager

Steve Potter, Executive Director

Attest:

Attest:

Michelle Dahme, Town Clerk

Tiffany Carranza, Authority Secretary

Countersigned:

Joy Riesenberg, Deputy City Auditor

Approved As To Form:

Approved As To Form:

Gary Bell, Town Attorney

Michael Barrett, Authority General Counsel



Staff Report

File #: 20-2526, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020

TO: Mayor and Town Council

FROM: Steve Rogers, Town Manager; Celia King, Finance Director

TITLE

Consider Adoption of Resolution Number 20-3984 Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with the Refunding of the Outstanding Yountville Finance Authority Lease Revenue Bonds, Series 2013, and Authorizing and Directing Certain Actions with Respect Thereto.

DISCUSSION/BACKGROUND

In February 2013, the Yountville Financing Authority issued 2013 Lease Revenue Bonds in the amount of \$4,260,000 to fund a seismic retrofit for the historic Town Hall building, and the reconstruction of streets and replacement of sewers on Madison and Yount streets. The Town is obligated to pay the debt from existing General Fund revenue sources, and therefore budgets an annual General Fund transfer to pay principal and interest payments applicable to the Town Hall seismic retrofit. Principal and interest payments for the portion of the sewer line replacement are funded with an annual transfer from the Wastewater Collection Capital Improvement Fund (64).

The 2013 Bonds permit the Town to cause the Authority to refinance the 2013 Bonds. The Town desires to refinance the 2013 Bonds in order to take advantage of a more favorable interest rate environment than at original issuance.

Due to the small size of the transaction, the Town's ability to generate material savings from the refinancing is heavily dependent upon certainty of execution of the refunding bonds and the ability to minimize transactions costs. In contrast to the 2013 Bonds where the bonds were offered to the market via a competitive auction, the purchaser of the 2020 Bonds is recommended to be a bank. By placing the bonds with a bank, the Town and the Authority avoid the costs (and the time commitment) associated with securing a bond rating and producing an offering document. Given the negative impacts of the COVID-19 crisis on the municipal bond market in recent weeks, a bank placement also provides the Town and Authority with certainty of execution. The resolution authorizes the Mayor and Town staff to execute all required documents to affect the financing.

Town staff authorized Columbia Capital to proceed to this point based upon estimates in early March that savings from the refinancing after all costs could be as much as \$60,000 (in 2020 dollars). Columbia Capital coordinated with a placement agent to secure fully-credit approved quotes from one or more banks to purchase the bonds. As a result of the intervening COVID-19 crisis, the Town received only one bank proposal, from Westamerica Bank. Fully-credit approved with a rate lock through early June, that proposal will result in savings of approximately \$45,000 (in 2020 dollars) with an annual budgetary savings of \$6,000 to \$7,000 per

year. Columbia Capital recommends the Town and the YFA proceed with the financing for the following reasons, despite the lower-than-expected savings amount:

1. The interest rate on the 2013 Bonds is already very low, making it challenging to generate materially higher savings in *any* interest rate environment. Based upon the Westamerica proposal, the YFA's/Town's borrowing costs will decline from an average rate of 2.92% to 1.66%.
2. The short remaining term on the 2013 Bonds also makes it challenging to generate materially higher interest rate savings. These bonds will reach final maturity in June 2027.
3. Unless the Town believes that its borrowing costs are likely to decline significantly in the near term, there is no economic advantage to waiting to refinance the 2013 Bonds.
4. Incredibly robust through February, the California bank purchase market is now suffering significant stress resulting from the COVID-19 crisis with major banks no longer participating at all and many others providing proposals only to their existing bank customers.
5. Given dislocations in the public municipal bond market due to COVID-19, the Town could not produce any savings at all through a traditional financing at this time.
6. Unfortunately, given local impacts from the crisis in Yountville, the Town's financial condition is likely stronger now than it will be in coming months. Issuers with material exposure to tourism and travel are already facing increased scrutiny from investors and rating agencies.
7. The feedback Columbia Capital received from other banks that considered providing a proposal but did not includes concerns about the Town's heavy reliance on TOT revenues and increased challenges in getting internal approvals as the result of crisis impacts.

ENVIRONMENTAL REVIEW

Exempt per California Environmental Act (CEQA) Guideline, Section 15061(b)(3).

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it Currently Budgeted? Yes

Where is it Budgeted? Debt Service Fund 53-7000

Is it Mandatory or Discretionary? Discretionary

Is there a Staff Resource Impact? Nominal

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. Responsible Fiscal Policy

Briefly Explain Relationship to Strategic Plan Goal and Objective. Refinancing debt at a lower interest rate will generate a saving to the General Fund, making funds available for other programs/projects or to strengthen reserves.

ALTERNATIVES

Although actual savings are approximately \$15,000 less than hoped when staff started this process, given the weakness in the financial markets due to the COVID-19 crisis and the likelihood that Town's financial condition will weaken from the same, generating \$45,000 in savings is preferable to not generating savings at all. Executing the financing with Westamerica Bank as proposed provides the Town with certainty of execution and a firm savings result.

RECOMMENDATION

Receive staff report and direct questions to staff.

Receive public comment.

Discuss proposed refinancing of the 2013 Lease Revenue Bonds.

Consider Adoption of Resolution Number 20-3984 Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with the Refunding of the Outstanding Yountville Finance Authority Lease Revenue Bonds, Series 2013, and Authorizing and Directing Certain Actions With Respect Thereto.

Town of Yountville

Resolution Number 20-3984

RESOLUTION OF THE TOWN OF YOUNTVILLE APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE OUTSTANDING YOUNTVILLE FINANCE AUTHORITY LEASE REVENUE BONDS, SERIES 2013, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO.

Recitals

RESOLVED, by the Town Council (the "Council") of the Town of Yountville (the "Town") as follows:

- A. WHEREAS, the Authority has heretofore issued its Yountville Finance Authority Lease Revenue Bonds, Series 2013, (the "2013 Bonds"), to finance and refinance the costs of the certain capital improvements within the geographic boundaries of the Town of Yountville (the "Town");
- B. WHEREAS, the 2013 Bonds are currently outstanding in the principal amount of \$2,240,000;
- C. WHEREAS, the payment of debt service on the 2013 Bonds is derived from lease payment made by the Town to the Authority under a lease agreement, by and between the Authority and the Town (the "2013 Lease"), payable from the Town's general fund;
- D. WHEREAS, the Town has determined that, due to prevailing interest rates in the municipal bond market and for other reasons, the 2013 Bonds can be refunded for savings which will reduce the Town's payment obligations under the 2013 Lease and the Town has determined to implement a lease financing for such purposes;
- E. WHEREAS, the documents below specified shall be filed with the Authority and the members of the Board, with the aid of its staff, shall review said documents;

Now therefore, it is hereby ordered and determined, as follows:

- 1. The Council hereby approves the refinancing of the 2013 Lease Agreement and the refunding of the 2013 Bonds.
- 2. The below-enumerated documents, in the forms on file with the Town Clerk, be and are hereby approved, and the Mayor, the Town Manager or the Finance Director, or the designee thereof (each, a "Designated Officer"), are hereby individually authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such officials, and the Town Clerk is hereby authorized and directed to attest to such official's signature:
 - (a) a letter agreement for purchase and rate lock, by and between an institutional investor to be selected pursuant to a competitive process, as purchaser (the "Purchaser"), and the Town, whereby the Purchaser agrees to acquire certain rights of the Authority, including but limited to the lease payments to be made by the Town under the Lease Agreement and the rights of the Authority under the Site and Facility Lease (hereinafter defined);

- (b) a site and facility lease, by and between the Town, as lessor, and the Authority, as lessee (the "Site and Facility Lease"), pursuant to which the Town will lease certain real property and improvements (the "Property") to the Authority; and
 - (c) a lease agreement, by and between the Authority, as lessor, and the Town, as lessee (the "Lease Agreement"), pursuant to which the Authority will lease the Property back to the Town and pursuant to which the Town will agree to make semi-annual lease payments (the "Lease Payments"), so long as the term of the Lease Agreement does not extend beyond June 1, 2027, and the Lease Payments, as compared to the lease payments under the 2013 Lease Agreement, provide present value savings to the Town of 1.5% of refunded par;
 - (d) an escrow agreement, by and between the Town and The Bank of New York Mellon Trust Company, N.A., as escrow bank, providing for the prepayment of the 2013 Lease and redemption of the 2013 Bonds; and
 - (e) a termination agreement, by and among the Town, the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee for the 2013 Bonds, terminating the 2013 Lease and associated documents from the Napa County records.
- 3. The designation of Columbia Capital Management, LLC, as municipal advisor to the Town, of Quint & Thimmig LLP, as special legal counsel to the Town, and of Brandis Tallman LLC, as placement agent to the Town, are hereby approved.
 - 4. The Mayor, the Town Manager, the Finance Director, the Town Clerk and all other appropriate officials of the Council and the Town are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the financing herein authorized.
 - 5. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

I, the undersigned, hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Town Council at a meeting thereof on the 5th day of May, 2020, by the following vote of the members thereof:

AYES:
NOES:
ABSENT:
ABSTAIN:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, CMC
Town Clerk

LETTER AGREEMENT FOR PURCHASE

May 15, 2020

Town of Yountville
6550 Yount Street
Yountville, CA 94599
Attention: Town Manager

Re: \$_____ Lease Agreement, dated as of June 1, 2020, by and between the Yountville Finance Authority and the Town of Yountville, assigned to _____

Ladies and Gentlemen:

The undersigned, Br_____ (including its successors and assigns, the "Purchaser"), offers, upon the following terms, to acquire (i) the rights, title and interest of Yountville Finance Authority (the "Authority") under the Lease Agreement (hereinafter defined), including its rights to receive Lease Payments to be made by the Town of Yountville (the "Town") under the Lease Agreement, dated as of June 1, 2020 (the "Lease Agreement"), by and between the Authority and the Town; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses thereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Purchaser, as assignee, to the extent such rights accrue to the Purchaser, by entering into an assignment agreement, dated as of June 1, 2020 (the "Assignment Agreement"), with the Authority, and (ii) except for the Authority's obligation under Section 4 thereof, the rights, title and interest of the Authority under the Site and Facility Lease, dated as of June 1, 2020 (the "Site and Facility Lease"), by and between the Town and the Authority.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

1. *Purchase and Purchase Price; Terms of Authority's Obligations.* The Town and the Authority agree to execute and deliver the Site and Facility Lease and the Lease Agreement, and the Purchaser agrees to purchase the Authority's rights, title and interest under the Lease Agreement, as described more specifically above and in the Assignment Agreement, at an aggregate purchase price of \$_____. The Lease Payments under the Lease Agreement and the interest rates applicable thereto shall be as shown in Exhibits A hereto.

The Town acknowledges that:

(a) The Purchaser is acting in this transaction solely for its own loan account and not as a fiduciary for the Town or in the capacity of broker, dealer, municipal securities underwriter, placement agent, or municipal advisor;

(b) The Purchaser has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the Town (including the municipal advisor engaged by the Town) with respect to the structuring of the financing or the execution and delivery of the Lease Agreement;

(c) The Purchaser has no fiduciary duty pursuant to section 15B of the Securities Exchange Act of 1934, as amended, to the Town with respect to the transactions relating to the structuring of the financing or the execution and delivery of the Lease Agreement and the discussions, undertakings, and procedures leading thereto;

(d) Each of the Town and its municipal advisor has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the lease financing transaction from its financial, legal, and other advisors (and not the Purchaser or its affiliates) to the extent that the Town or its municipal advisor desires to, should, or needs to obtain such advice;

(e) The Purchaser has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Town's municipal advisor, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Town's municipal advisor, with respect to any such matters; and

(f) the transactions between the Town and the Purchaser are arm's length, commercial transactions in which the Purchaser is acting and has acted solely as a principal and for its own interest, and the Purchaser has not made recommendations to the Town with respect to the transactions relating to the Lease Agreement.

2. *Use of Funds.* The purchase price paid by the Purchaser shall be used by the Authority to pay the Town an amount equal to an advance rental of \$_____, pursuant to Section 4 of the Site and Facility Lease. The Town shall use such advance rental payment received from the Authority to (a) refund the outstanding Yountville Finance Authority Lease Revenue Bonds, Series 2013 (the "2013 Bonds"), and (b) pay the costs related to the preparation, execution and delivery of the Lease Agreement, the Site and Facility Lease, the Assignment Agreement.

3. *Disposition of Proceeds.*

(a) On the Closing Date, the Purchaser shall transfer, via wire transfer, to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), the amount of \$2,242,787.22, to provide for the defeasance of the 2013 Bonds pursuant to an escrow agreement, dated the Closing Date, by and between the Town and the Escrow Bank (the "Escrow Agreement"). Wire information will be provided prior to the Closing Date.

(c) On the Closing Date, the Purchaser shall transfer, via wire transfer, the following amounts to the following recipients to provide for the payment of the costs of the financing transaction:

- (i) Columbia Capital Management, LLC, as financial advisor, \$_____;
- (ii) Brandis Tallman LLC, as placement agent, \$_____;
- (iii) Quint & Thimmig LLP, as special counsel, \$_____;
- (iv) _____, as counsel to the Purchaser, \$_____;
- (v) Stewart Title Guaranty Company, as title insurer, \$_____; and
- (vi) Town of Yountville, for the CDIAC fee and miscellaneous expenses, \$_____.

4. *Closing.* at 8:00 a.m. Pacific Daylight time, on June 3, 2020, or at such other time or on such earlier or later date as the Purchaser, the Authority and the Town mutually agree upon (the "Closing Date"), the Town will deliver (or cause to be delivered) the Site and Facility Lease and the Lease Agreement executed by the Town and the Authority, the Assignment Agreement executed by the Authority and the Purchaser and the Escrow Agreement, executed by the Town

and the Escrow Bank, and the Purchaser will pay the purchase price for the Authority's rights, title and interest in the Site and Facility Lease and the Lease Agreement as set forth in Section 1 hereof in federal or other immediately available funds.

5. *Representations and Warranties of the Town.* The Town represents and warrants to the Purchaser that:

(a) The Town is a municipal corporation and general law city organized and existing under the Constitution and the laws of the State of California (the "State") and has all necessary power and authority to enter into and perform its duties under this Agreement, the Site and Facility Lease, the Lease Agreement and the Escrow Agreement (collectively, the "Town Documents").

(b) Neither the execution and delivery of the Town Documents, nor the execution of this Agreement, and compliance with the provisions on the Town's part contained therein, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of the terms hereof and thereof, materially conflicts with or constitutes a material breach of or default under nor materially contravenes any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Town is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in the security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Town under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Town Documents.

(c) The Town Documents have been duly authorized by the Town, and, assuming due authorization, execution and delivery by the other parties thereto, will constitute legal, valid and binding agreements of the Town enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against cities in the State of California.

(d) There is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory agency having jurisdiction over the Town required for the execution and delivery of the Town Documents or the consummation by the Town of the other transactions contemplated by the Town Documents.

(e) There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice of which has been served on the Town or, to the knowledge of the Town after reasonable investigation, threatened against or affecting the Town or the assets, properties or operations of the Town which, if determined adversely to the Town or its interests, would have a Material Adverse Effect upon the consummation of the transactions contemplated by or the validity of the Town Documents or upon the financial condition, assets, properties or operations of the Town and on the Town's ability to make the Lease Payments, and the Town is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would have a Material Adverse Effect on the consummation of the transactions contemplated by this Lease Agreement, or the financial condition, assets, properties or operations of the Town and on the Town's ability to make Lease Payment.

(f) By official action of the Town prior to or concurrently with the execution hereof, the Town has duly authorized and approved the execution and delivery of, and the performance by the Town of the obligations on its part contained in the Town Documents and the consummation by it of all other transactions contemplated by this Agreement.

(g) The Town is not in breach of or default under any material applicable law or administrative regulation of the State of California or the United States or any material applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Town is a party or is otherwise subject and in connection with which the Town is obligated to make payments from its own funds, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument the consequence of which could be to materially and adversely affect the performance of the Town under the Town Documents.

(h) The Town will deliver all opinions, certificates, letters and other instruments and documents reasonably required by the Purchaser and this Agreement.

(i) Any certificate of the Town delivered to the Purchaser shall be deemed a representation and warranty by the Town to the Purchaser as to the statements made therein.

(j) As of the time of acceptance hereof and as of the Closing Date the Town does not and will not have outstanding any indebtedness which is secured by a lien on the Town's general fund or the Property, except as disclosed to the Purchaser.

(k) The financial statements of, and other financial information regarding the Town delivered to the Purchaser fairly present the financial position and results of the operations of the Town as of the dates and for the periods therein set forth and the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied.

(l) Between the date of this Agreement and the date of Closing Date, the Town will not, without the prior written consent of the Purchaser, offer or issue any certificates, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by a lien on the Town's general fund.

(m) The Town does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under the Town Agreements or the Assignment Agreement. To the extent the Town has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the Town hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to the Town Documents or the Assignment Agreement.

6. Conditions Precedent to the Closing. Other conditions precedent to the Closing are:

(a) The delivery by the Town of a certified copy of (i) the resolution of the Town Council authorizing the execution and delivery by the Town of the Site and Facility Lease, the Lease Agreement and the Escrow Agreement, together with an incumbency certificate of the Town, and (ii) the resolution of the Board of Directors of the Authority authorizing the execution and delivery by the Authority of the Site and Facility Lease, the Lease Agreement and the Assignment Agreement, together with an incumbency certificate of the Authority;

(b) The delivery by the Town of fully executed copies of the Site and Facility Lease, the Lease Agreement, the Escrow Agreement and Assignment Agreement in form and substance acceptable to the Purchaser;

(c) Delivery of a legal opinion addressed to the Town, with a reliance letter to the Purchaser, dated the Closing Date, of Quint & Thimmig LLP, as Special Counsel, with respect to (i) the validity and enforceability of the Lease Agreement, the Site and Facility Lease, and the Assignment Agreement by and against the Town and the Authority (as applicable), (ii) the tax-exempt status of the interest component of the Lease Payments, and (iii) such other matters as may be requested by the Purchaser in form and substance acceptable to the Purchaser;

(d) The delivery of a certificate dated the Closing Date and signed by the Chief Executive Officer, or such other officer of the Town as the Town Council of the Town may approve, to the effect that:

(i) to the best knowledge of the Town, there are no actions or proceedings against the Town pending and notice of which has been served on the Town or threatened that materially adversely affect the Town's ability to pay the Lease Payments or to perform its obligations under the Site and Facility Lease and Lease Agreement;

(ii) the representations and warranties of the Town contained in this agreement and the Lease Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(iii) that the Town acknowledges receipt from the Purchaser of the purchase price for the Town's obligations under the Lease Agreement, including the Lease Payments;

(e) The delivery by the Town of a title policy for the property that is the subject of the Site and Facility Lease and Lease Agreement in form acceptable to the Purchaser;

(f) The delivery by the Purchaser of a purchaser letter in form and substance as attached hereto as Exhibit B;

(g) Evidence of insurance required by the Lease Agreement; and

(h) Such other documents as may be reasonably requested by the Purchaser.

7. *Events Permitting the Purchaser to Terminate.* The Purchaser may terminate its obligation to purchase the Authority's rights, title and interest under the Site and Facility Lease and the Lease Agreement before the Closing Date if any of the following occurs:

(a) any legislative, executive or regulatory action (including the introduction of legislation) or any court decision that, in the judgment of the Purchaser, casts sufficient doubt on the legality of or the tax-exempt status of the interest component of obligations such as those represented by the Lease Agreement and the Lease Payments so as to materially impair the marketability or to materially reduce the market price of such obligations, in the reasonable opinion of the Purchaser;

(b) any action by the Securities and Exchange Commission or a court that would require registration of the Lease Agreement under the Securities Act of 1933, as amended;

(c) any event occurs or becomes known that has a material adverse effect on the financial condition of the Town or on the ability of the Town or the Authority to perform under the Site and Facility Lease, the Lease Agreement or the Assignment Agreement; or

(d) any of the representations or warranties of the Town made in this Letter Agreement for Purchase are determined by the Purchaser to be untrue or materially inaccurate.

8. *Expenses.* The fees and disbursements of Special Counsel, the fees and disbursements of the municipal advisor to the Town, CDIAC fees, fees of Purchaser's Counsel and other miscellaneous expenses of the Town incurred in connection with the offering and delivery of the Town Documents or the Assignment Agreement shall all be the obligation of the Town. The Purchaser shall have no responsibility for any expenses associated with the Town Documents or the Assignment Agreement, including, but not limited to, the expenses identified above as the obligation of the Town.

9. *Applicable Law.* This Agreement shall be governed by the laws of the State of California, exclusive of the choice of law provisions thereof.

10. (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE CITY AND THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE CITY FURTHER AGREES THAT, IN THE EVENT OF LITIGATION, IT WILL NOT PERSONALLY OR THROUGH ITS AGENTS OR ATTORNEYS SEEK TO REPUDIATE THE VALIDITY OF THIS SECTION 10, AND IT ACKNOWLEDGES THAT IT FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT TO WAIVE TRIAL BY JURY IN ORDER TO INDUCE THE PURCHASER TO ENTER INTO THIS AGREEMENT.

(b) To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the parties agree to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Agreement to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the parties cannot agree upon a referee, the referee will be appointed by the court. The Town shall be solely responsible to pay all fees and expense of any referee appointed in such action or proceeding.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Letter Agreement for Purchase by their officers thereunto duly authorized as of the day and year first above written.

_____, as Purchaser

By _____
Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF BALDWIN PARK

By _____
Town Manager

EXHIBIT A

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Total Lease Payment
12/1/20			
6/1/21			
12/1/21			
6/1/22			
12/1/22			
6/1/23			
12/1/23			
6/1/24			
12/1/24			
6/1/25			
12/1/25			
6/1/26			
12/1/26			
6/1/27			
TOTAL			

(1) The applicable interest rate is _____% per annum. If the Default Rate or the Taxable Rate is in effect, interest will be computed by applying such alternate rate.

EXHIBIT B

FORM OF PURCHASER'S LETTER

Town of Yountville
6550 Yount Street
Yountville, CA 94599
Attention: Town Manager

Re: \$_____ Lease Agreement, dated as of June 1, 2020, by and between the Yountville Finance Authority and the Town of Yountville, assigned to _____

Ladies and Gentlemen:

The undersigned, _____ (the "Purchaser"), has agreed to acquire (i) the rights, title and interest of Yountville Municipal Financing Authority (the "Authority") under the Lease Agreement, dated as of June 1, 2020 (the "Lease Agreement"), by and between the Town of Yountville (the "Town") and the Authority, including its rights to receive lease payments to be made by the Town under the Lease Agreement. In connection with such purchase, the Purchaser hereby agrees and certifies to the Authority and the Town that:

(a) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations of a nature similar to the Lease Agreement to be able to evaluate the risks and merits of the investment represented by the purchase of the rights, title and interest of the Authority under the Lease Agreement.

(b) The Purchaser is acquiring the rights, title and interest of the Authority under the Lease Agreement for its own account and not with a view to, or for sale in connection with, any distribution thereof or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the rights, title and interest of the Authority under the Lease Agreement or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of such rights, title and interest under the Lease Agreement *provided, however*, such representation shall not preclude the Purchaser from transferring or selling of the rights, title and interest under the Lease Agreement in accordance with the Lease Agreement. The Purchaser is not acting in a broker-dealer capacity in connection with its purchase of the rights, title and interest of the Authority under the Lease Agreement.

(c) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the Town and the Lease Agreement and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the Town set forth in the Lease Agreement and in the information set forth in any materials submitted to the Purchaser by the Town. The Town has furnished to the Purchaser all the information which the Purchaser, as a reasonable investor, has requested of the Town as a result of the Purchaser having attached significance thereto in making its investment decision with respect to the Lease Agreement, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Town and the Lease Agreement. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the rights, title and interest of the Authority under the Lease Agreement.

(d) The Purchaser understands that the Lease Agreement has not been registered under the United States Securities Act of 1933 or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Lease Agreement by it, and further acknowledges that any current exemption from registration of the Lease Agreement does not affect or diminish such requirements.

(e) The Purchaser has authority to purchase the rights, title and interest of the Authority under the Lease Agreement and to execute any instruments and documents required to be executed by the Purchaser in connection with the purchase of the rights, title and interest of the Authority under the Lease Agreement. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein on behalf of the Purchaser.

(f) The Purchaser acknowledges that rights, title and interest of the Authority under the Lease Agreement are transferable with certain requirements, as described in the Lease Agreement.

(g) The Purchaser acknowledges that the Lease Agreement is exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the Town has not undertaken to provide any continuing disclosure with respect to the Lease Agreement but that the Town has agreed to provide other ongoing information to the Purchaser.

By _____
Name _____
Title _____

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of June 1, 2020

by and between the

TOWN OF YOUNTVILLE, as Lessor

and the

YOUNTVILLE FINANCE AUTHORITY, as Lessee

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of June 1, 2020, is by and between the TOWN OF YOUNTVILLE, a municipal corporation and general law city organized and existing under and by virtue of the laws of the State of California (the "Town"), as lessor, and the YOUNTVILLE FINANCE AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the "Authority"), as lessee;

WITNESSETH:

WHEREAS, pursuant to this Site and Facility Lease, the Town proposes to lease those certain parcels of real property situated in Napa County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of enabling the Town to refund the outstanding Yountville Finance Authority Lease Revenue Bonds, Series 2013;

WHEREAS, the Authority proposes to lease the Property back to the Town pursuant to that certain Lease Agreement, dated as of June 1, 2020, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign all of its rights, title and interest in, to and under this Site and Facility Lease and the Lease Agreement, including its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the Town, to _____ (the "Assignee"), pursuant to that certain assignment agreement, dated as of June 1, 2020, by and between the Authority and the Assignee (the "Assignment Agreement"), and recorded concurrently herewith;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The Town hereby leases to the Authority and the Authority hereby leases from the Town, on the terms and conditions hereinafter set forth, the Property.

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Town of the County Recorder of Napa County, State of California, and shall end on June 1, 2027, unless such term is extended or sooner terminated as hereinafter provided. If, on June 1, 2027, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease Agreement, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but in no event later than June 1, 2037. If, prior to June 1, 2027, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The Town agrees to lease the Property to the Authority in consideration of the payment by the Authority of an advance rental payment of

\$_____. The Town and the Authority agree that by reason of the assignment of the Lease Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Authority shall use the Property solely for the purpose of leasing the Property to the Town pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the Town under the Lease Agreement, the Authority and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. Town's Interest in the Property. The Town covenants that it is the owner in fee of the Property.

Section 7. Town Representations and Certifications to the Authority and the Assignee. The Town hereby certifies and represents, warrants, covenants and agrees as follows:

(a) This Site and Facility Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution.

(b) To the best of the Town's knowledge, the Authority is not and will not be, in any respect, in default under the terms and provisions of this Site and Facility Lease. Further, to the best of the Town's knowledge, the Town knows of no event which would, currently or with the passage of time or giving of notice, or both, constitute a default under the terms of this Site and Facility Lease by either the Authority or the Town.

(c) The Town has not currently encumbered its fee interest in the Property to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments, except for this Site and Facility Lease and the Lease Agreement which is being recorded concurrently herewith and Permitted Encumbrances (as defined in the Trust Agreement).

(d) The Town acknowledges hereby consents to the Lease Agreement.

(e) Upon the Event of Default under the Lease Agreement, the Town will standstill and allow the Authority or the Assignee to pursue any and all remedies available to the Authority or Assignee under either this Site and Facility Lease or the Lease Agreement.

(f) Except for the rental payment referenced in Section 4, no additional rent is or will be due under this Site and Facility Lease by the Authority through the term of this Site and Facility Lease and the Authority has satisfied all of its obligations under this Site and Facility Lease.

(g) During the term of the Site and Facility Lease, the Town will not consent to any amendment, modification or termination of this Site and Facility Lease without the prior written consent of the Assignee.

(h) During the term of this Site and Facility Lease, the Town will not encumber its interest in the Site without the prior written consent of the Assignee.

(i) The Town acknowledges that this Site and Facility Lease cannot be terminated by the Town for any reason, except according to Section 3.

(j) Notwithstanding any Site and Facility Lease provisions to the contrary, policies of fire, casualty, and extended coverage insurance shall be carried and maintained by the Town in

accordance with the terms of the Lease Agreement covering the building or buildings constructed on the Site, with a loss payable clause to Assignee.

Section 8. Assignments and Subleases. Unless the Town shall be in default under the Lease Agreement, the Authority may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the Town and the Assignee. The Town consents to the assignment of the Authority's interest in this Site and Facility Lease to the Assignee. If the Town is in default under the Lease Agreement, the Assignee (including their successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 9. Right of Entry. The Town reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 10. Termination. The Authority agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the Town.

Section 11. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the Town may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the Town shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the Town will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease Agreement or a breach or default of the certifications and representations, warranties and covenants of the Town contained in Section 7, the Authority and/or the Assignee may (i) exercise the remedies provided in the Lease Agreement, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 12. Quiet Enjoyment. The Authority, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 13. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Authority are solely liabilities of the Authority and the Town hereby releases each and every Boardmember, director, officer, employee and agent of the Authority of and from any personal or individual liability under this Site and Facility Lease. No Boardmember, director, officer, employee or agent of the Authority shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Authority hereunder.

Section 14. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Property or the Authority's interest in the

Property created by this Site and Facility Lease (including both land and improvements) will be paid by the Town in accordance with the Lease Agreement.

Section 15. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to the Authority or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the Town. The Town hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Authority in and to the Property through the eminent domain powers of the Town. However, the Town hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the Town with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments, the interest component of Lease Payments accrued to the date of payment of all Lease Payments and any premium due with respect to the prepayment of Lease Payments under the Lease Agreement.

Section 16. Use of the Proceeds. The Town and the Authority hereby agree that the lease to the Authority of the Town's right and interest in the Property pursuant to Section 2 serves the public purposes of the Town.

Section 17. Attorneys' Fees, Costs and Expenses. In any civil action or proceeding arising from or relating to this Site and Facility Lease or a party's performance under this Site and Facility Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

Section 18. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 20. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the Town and the Authority and their respective successors and assigns. The Assignee are hereby made third party beneficiaries hereunder with all rights of a third party beneficiary.

Section 21. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 21. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 22. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 23. No Merger. Neither this Site and Facility Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the Town to the Property under this Site and Facility Lease and the Town's leasehold interest therein under the Lease Agreement.

Section 24. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Town and the Authority have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

TOWN OF YOUNTVILLE

By _____
Steven Rogers
Town Manager

Attest:

Michelle Dahme
Town Clerk

YOUNTVILLE FINANCE AUTHORITY

By _____
Steven Rogers
Executive Director

Attest:

Michelle Dahme
Secretary

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the Town of Yountville, Napa County, State of California, described as follows:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERN LINE OF FINNELL ROAD WITH THE NORTHEASTERN LINE OF YOUNT STREET; THENCE ALONG THE NORTHEASTERN LINE OF SAID YOUNT STREET, NORTH 29° 27' WEST 205.25 FEET; THENCE, LEAVING SAID YOUNT STREET, AND RUNNING NORTH 74° 07'30" EAST 94.62 FEET AND NORTH 69° 37'30" EAST 69.12 FEET TO A POINT WHICH BEARS NORTH 32° 49'30" WEST 165.93 FEET FROM THE NORTHWESTERN LINE OF FINNELL ROAD; THENCE SOUTH 32° 49'30" EAST 165.93 FEET TO SAID NORTHWESTERN LINE OF FINNELL ROAD; THENCE SOUTH 58° 21'45" WEST ALONG SAID NORTHWESTERN LINE, 170.12 FEET TO THE POINT OF COMMENCEMENT.

ALSO SHOWN AS PARCEL A, AS SHOWN AND DELINEATED ON THE MAP FILED FOR RECORD ON JANUARY 5, 1977, IN BOOK 8 OF PARCEL MAPS, PAGES 54 NAPA COUNTY OFFICIAL RECORDS.

A.P.N. 036-070-25

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility consists of the Town Hall. Town Hall was originally constructed as a school in the 1930's. Although it has been remodeled and modernized, it still retains its original historic charm. Town Hall is approximately 8,000 square feet, housing administrative offices and council meeting chambers.

LEASE AGREEMENT

Dated as of June 1, 2020

by and between the

YOUNTVILLE FINANCE AUTHORITY, as Sublessor

and the

TOWN OF YOUNTVILLE, as Sublessee

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EXHIBIT A	DESCRIPTION OF THE SITE
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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement"), dated as of June 1, 2020, is by and between the YOUNTVILLE FINANCE AUTHORITY, a joint exercise of powers entity organized and existing under the laws of the State of California, as sublessor (the "Authority"), and the TOWN OF YOUNTVILLE, a municipal corporation and general law city organized and existing under and by virtue of the laws of the State of California, as sublessee (the "Town");

WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of June 1, 2020 (the "Site and Facility Lease"), the Town has leased those certain parcels of real property situated in Napa County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of enabling the Town to refund the outstanding Yountville Finance Authority Lease Revenue Bonds, Series 2013 (the "2013 Bonds");

WHEREAS, the Authority proposes to lease the Property back to the Town pursuant to this Lease Agreement and to assign all of its rights, title and interest in, to and under this Lease Agreement, including its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the Town and its rights under the Site and Facility Lease, to _____ (the "Assignee"), pursuant to that certain assignment agreement, dated as of June 1, 2020, by and between the Authority and the Assignee; and

WHEREAS, the Town and the Authority have agreed to enter into this Lease Agreement providing for Lease Payments with an aggregate principal component in the amount of \$7,276,000 for the purpose of implementing the financing transactions described above.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease Agreement.

"Additional Payments" means the amounts specified as such in Section 4.3(b) of this Lease Agreement.

"Applicable Environmental Laws" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"Applicable Law" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Applicable Environmental Laws, (iii) applicable seismic building code requirements at the time of construction, and (iv) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

"Assignee" means initially, _____, as assignees of all rights, title and interests of the Authority hereunder, and (b) any other entity to whom the rights of the Authority hereunder are assigned, including subsequent assignees of the Assignee.

"Assignment Agreement" means the Assignment Agreement, dated as of June 1, 2020, by and between the Authority, as assignor, and the Assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"Authority" means the Yountville Municipal Financing Authority, a joint exercise of powers entity, organized and existing under the laws of the State.

"Authority Representative" means the President, the Vice President, the Executive Director or the Treasurer or the designee of any such official, or any other person authorized by resolution of the Authority delivered to the Assignee to act on behalf of the Authority under or

with respect to the Site and Facility Lease, the Lease Agreement and the Assignment Agreement.

"Bond Counsel" means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"Closing Date" means the date this Lease Agreement or a memorandum thereof is recorded in the office of the County Recorder of Napa County.

"Contract" means any indenture, trust agreement, contract, agreement (other than this Lease Agreement), other contractual restriction, lease, mortgage or instrument.

"Costs of Issuance Agreement" means the Costs of Issuance Custodian Agreement, dated the Closing Date by and between the Town and the Custodian, together with any duly authorized and executed amendments thereto.

"Custodian" means U.S. Bank National Association, as custodian under the Costs of Issuance Agreement.

"Default Rate" means the then prevailing interest rate per annum plus 5.00%.

"Escrow Agreement" means the Escrow Agreement, dated the Closing Date, by and between the Town and the Escrow Bank, providing for the payment and redemption of the 2013 Bonds, together with any duly authorized and executed amendments thereto.

"Escrow Bank" means U.S. Bank National Association, or any successor thereto, acting as escrow bank under the Escrow Agreement.

"Escrow Fund" means the fund by that name established and held by the Escrow Bank pursuant to Section 3 of the Escrow Agreement.

"Event of Default" means any of the events of default as defined in Section 8.1.

"Facility" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"Federal Securities" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"Fiscal Year" means each twelve-month period during the Term of this Lease Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the Town as its fiscal year period.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, city or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or

functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Hazardous Substance” means any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

“Lease Agreement ” means this Lease Agreement, dated as of June 1, 2020, between the Authority and the Town.

“Lease Payment Date” means June 1 and December 1 in each year, commencing December 1, 2020, and continuing to and including the date on which the Lease Payments are paid in full.

“Lease Payments” means all payments required to be paid by the Town under Section 4.3, including any prepayment thereof under Sections 9.2 or 9.3.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the Town, (b) the ability of the Town to carry out its business in the manner conducted as of the date of this Lease Agreement or to meet or perform its obligations under this Lease Agreement on a timely basis, (c) the validity or enforceability of this Lease Agreement, or (d) the exemption of the interest component of the Lease Payments for state income tax purposes.

“Material Litigation” means any action, suit, proceeding, inquiry or investigation against the Town in any court or before any arbitrator of any kind or before or by any Governmental Authority, (a) if determined adversely to the Town, may have a Material Adverse Effect, (b) seek to restrain or enjoin any of the transactions contemplated by this Lease Agreement, or (c) may adversely affect (i) the exemption of the interest component of the Lease Payments for state income tax purposes or (ii) the ability of the Town to perform its obligations under this Lease Agreement.

“Net Proceeds” means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

“Permitted Encumbrances” means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the Town may permit to remain unpaid under Article VI of this Lease Agreement; (b) the Site and Facility Lease, this Lease Agreement and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy received by the Town in connection with its acquisition with respect to the Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the Town certifies in writing will not materially impair the use of the Property for its intended purposes.

“Property” means, collectively, the Site and the Facility.

“Rental Period” means each period during the Term of the Lease commencing on and including June 2 in each year and extending to and including the next succeeding June 1. The first Rental Period begins on the Closing Date and ends on June 1, 2021.

“Site” means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

“Site and Facility Lease” means the Site and Facility Lease, dated as of June 1, 2020, by and between the Town, as lessor, and the Authority, as lessee, together with any duly authorized and executed amendments thereto.

“State” means the State of California.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

“Taxable Date” means the date when a final determination is made by the Internal Revenue Service that the interest component of the Lease Payments is not excludible from the gross income of the Assignee for federal income tax purposes caused by the actions or omissions of the Town.

“Taxable Rate” means ____% computed on the basis of a 360-day year of twelve 30-day months.

“Term of this Lease Agreement” or *“Term”* means the time during which this Lease Agreement is in effect, as provided in Section 4.2.

“Town” means the Town of Yountville, a municipal corporation and general law city organized and existing under the laws of the State.

“Town Representative” means the Mayor, the Chief Executive Officer, the Director of Finance or the designee of any such official, or any other person authorized by resolution delivered to the Authority and the Assignee to act on behalf of the Town under or with respect to the Site and Facility Lease and this Lease Agreement.

“2013 Bonds” means the Yountville Finance Authority Lease Revenue Bonds, Series 2012, issued to finance and refinance the costs of the certain capital improvements within the geographic boundaries of the Town.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the Town. The Town makes the following covenants, representations and warranties to the Authority and the Assignee as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The Town is a municipal corporation and general law city, organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Escrow Agreement, the Site and Facility Lease and this Lease Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Town has duly authorized the execution and delivery by the Town of the Escrow Agreement, the Site and Facility Lease and this Lease Agreement.

(b) *Due Execution*. The representative of the Town executing the Escrow Agreement, the Site and Facility Lease and this Lease Agreement has been fully authorized to execute the same by a resolution duly adopted by the Town Board of the Town.

(c) *Valid, Binding and Enforceable Obligations*. The Escrow Agreement, the Site and Facility Lease and this Lease Agreement have been duly authorized, executed and delivered by the Town and constitute the legal, valid and binding agreements of the Town enforceable against the Town in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Escrow Agreement, the Site and Facility Lease and this Lease Agreement, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Town is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Town, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Escrow Agreement, the Site and Facility Lease or this Lease Agreement or the financial condition, assets, properties or operations of the Town.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of the Town or of the voters of the Town, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Escrow Agreement, the Site and Facility Lease and this Lease Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice of which has been served on the Town or, to the knowledge of the Town after reasonable investigation, threatened against or affecting the Town or the assets, properties or operations of the Town which, if determined adversely to the Town or its interests, would have a Material Adverse Effect upon the consummation of the transactions contemplated by or the validity of the Escrow Agreement, the Site and Facility Lease and this Lease Agreement or upon the

financial condition, assets, properties or operations of the Town, and the Town is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would have a Material Adverse Effect on the consummation of the transactions contemplated by this Lease Agreement, or the financial condition, assets, properties or operations of the Town.

(g) *Sufficient Funds*. The Town reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(h) *No Defaults*. The Town has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title*. The Town is the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the Town's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Property*. During the term of this Lease Agreement, the Property will be used by the Town only for the purpose of performing one or more governmental or proprietary functions of the Town consistent with the permissible scope of the Town's authority.

(k) *Change in Financial Condition*. The Town has experienced no material change in its financial condition since June 30, 2019.

(l) *Hazardous Substances*. The Property is free of all Hazardous Substances, and the Town is in full compliance with all Applicable Environmental Laws.

(m) *Flooding Risk*. The Property is not located in a 100-year flood zone and has never been subject to material damage from flooding.

(n) *Value of Property*. The value of the Property (real property replacement cost) is not less than \$2,500,000.

(o) *Essential to Town Operations*. The Property is essential to the Town's efficient and economic operations and the lease thereof for use by the Town is in the best interest of the Town.

(p) *Financial Statements*. The statement of financial position of the Town as of June 30, 2019, and the related statement of activities and statement of cash flows and changes in financial position for the year then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Assignee, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the Town at such date and for such period, and were prepared in accordance with generally accepted accounting principles. Since the period of such statements, there has been no (i) change which would have a Material Adverse Effect and (ii) no material increase in the indebtedness of the Town.

(q) *No Material Adverse Change.* Since the most current date of the information, financial or otherwise, supplied by the Town to the Assignee:

(i) There has been no change in the assets, liabilities, financial position or results of operations of the Town which might reasonably be anticipated to cause a Material Adverse Effect.

(ii) The Town has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(iii) The Town has not (A) incurred any material indebtedness, other than the Lease Payments, and trade accounts payable arising in the ordinary course of the Town's business and not past due, or (B) guaranteed the indebtedness of any other person.

(r) *Accuracy of Information.* All information, reports and other papers and data furnished by the Town to the Assignee were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Assignee a true and accurate knowledge of the subject matter and were provided in expectation of the Assignee's reliance thereon in entering into the transactions contemplated by this Lease Agreement. No fact is known to the Town which has had or, so far as the Town can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Assignee or in other such information, reports, papers and data or otherwise disclosed in writing to the Assignee prior to the Closing Date. Any financial, budget and other projections furnished to the Assignee by the Town or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the Town's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Assignee in connection with the negotiation, preparation or execution of this Lease Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(s) *Facility.* The Facility complies with all applicable restrictive covenants, zoning ordinances, building laws and other Applicable Laws (including without limitation, the Americans with Disabilities Act, as amended).

(t) *Sovereign Immunity.* The Town does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under this Lease Agreement. To the extent the Town has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the Town hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Lease Agreement.

Section 2.2. Covenants, Representations and Warranties of the Authority. The Authority makes the following covenants, representations and warranties to the Town and the Assignee as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence.* The Authority is a joint exercise of powers entity, duly organized and existing under the laws of the State, has full legal right, power and authority to

enter into the Site and Facility Lease, this Lease Agreement and the Assignment Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Authority has duly authorized the execution and delivery by the Authority of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement.

(b) *Due Execution.* The representative of the Authority executing the Site and Facility Lease, this Lease Agreement and the Assignment Agreement is fully authorized to execute the same under official action taken by the Board of Directors of the Authority.

(c) *Valid, Binding and Enforceable Obligations.* The Site and Facility Lease, this Lease Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms.

(d) *No Conflicts.* The execution and delivery of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement and the Assignment Agreement or the financial condition, assets, properties or operations of the Authority.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice of which has been served on the Authority or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement or the Assignment Agreement or the financial condition, assets, properties or operations of the Authority.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, from the amounts paid by the Assignee of \$_____ (which represents the principal amount of this Lease Agreement), the Town shall cause (a) the amount of \$_____ to be transferred to the Escrow Bank for deposit in the Escrow Fund to provide for the defeasance of the 2013 Bonds, and (b) the amount of \$_____ to be paid to various payees to pay financing costs of the transaction.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by the Authority Back to the Town.

(a) The Authority hereby subleases the Property to the Town, and the Town hereby subleases the Property from the Authority, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the Town to the Authority pursuant to the Site and Facility Lease shall not affect or result in a merger of the Town's subleasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease Agreement commences on the date of recordation of this Lease Agreement or a memorandum hereof and ends on June 1, 2027, or the date on which all of the Lease Payments have been paid in full pursuant to the terms of this Lease Agreement. If on June 1, 2027, the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the Town shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the Town, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed ten (10) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the Town agrees to pay to the Authority, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit C; *provided, however*, that if any Lease Payment Date is not a Business Day, such Lease Payment shall be due on the next succeeding Business Day. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period.

The interest component of the Lease Payments shall be calculated based on an interest rate of _____% per annum on the basis of a 360-day year of twelve 30-day months. The Town understands that the Assignee will send an invoice to the Town in advance of each Lease Payment Date. Beginning on the Taxable Date, if applicable, the interest component of the Lease Payments shall be equal to the Taxable Rate. Upon the occurrence and continuation of an Event of Default, the interest component of the Lease Payments shall be equal to the Default Rate.

(b) *Additional Payments.* In addition to the Lease Payments set forth herein, the Town agrees to pay as Additional Payments all of the following:

(i) all taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Property or upon any interest of the Authority therein or in this Lease Agreement; provided, however, the Town may, at the

Town's expense and in its name, in good faith contest any such taxes and assessments and, in the event of such contest, may permit such taxes and assessments to remain unpaid during the period of such contest and appeal therefrom unless the Authority shall notify the Town that, in the opinion of Bond Counsel, by nonpayment of any such items, the interest of the Authority in the Property will be materially endangered or the Property, or any portion thereof, will be subject to loss or forfeiture, in which event the Town shall promptly pay such taxes and assessments or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority;

(ii) insurance premiums, if any, on all insurance required under the provisions of Article V hereof; and

(iii) any other reasonable fees, costs or expenses incurred by the Authority in connection with the execution, performance or enforcement of this Lease Agreement or any of the transactions contemplated hereby or related to the Property, including, without limitation, any amounts which may become due; provided, however, the Town shall not be responsible for any costs incurred by the Authority associated with any assignment made by the Assignee.

Amounts constituting Additional Payments payable hereunder shall be paid by the Town directly to the person or persons to whom such amounts shall be payable. The Town shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Authority to the Town stating the amount of Additional Payments then due and payable and the purpose thereof.

(c) *Effect of Prepayment.* If the Town prepays the Lease Payments in part but not in whole under Section 9.3, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(d) *Rate on Upon Event of Default.* If the Town fails to make any of the payments required in this Section 4.3 for more than ten days after the due date for payment, the payment in default will continue as an obligation of the Town until the amount in default has been fully paid, and the Town agrees to pay a rate equal to the rates specified in paragraph (a) above, plus 6% from the date of default to the date of payment.

(e) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period and will be paid by the Town in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments due during each Rental Period are not in excess of the fair rental value of the Property during such Rental Periods. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the Town and the general public.

(f) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the Town, subject to the provisions of Sections 6.1 and 9.1. The Town covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease Agreement and to make the

necessary annual appropriations for all such Lease Payments. The covenants on the part of the Town herein contained constitute duties imposed by law and it is the duty of each and every public official of the Town to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Town to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the Town.

(g) *Allocation of Lease Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(h) *No Offsets.* Notwithstanding any dispute between the Authority, or Assignee as the Authority's assignee, and the Town, the Town shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(i) *Assignment Agreement.* The Town understands and agrees that all Lease Payments have been assigned by the Authority to the Assignee under the Assignment Agreement executed concurrently herewith, and the Town hereby assents to such assignment. The Authority hereby directs the Town, and the Town hereby agrees, to pay to the Assignee, all payments payable by the Town under this Section 4.3 and all amounts payable by the Town under Article IX. Lease Payments shall be paid to the Assignee.

(f) *No Abatement.* As the Town is not a debt limit entity under the State Constitution, its obligations to make Lease Payments hereunder are not subject to abatement.

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease Agreement, the Authority will provide the Town with quiet use and enjoyment of the Property and the Town will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease Agreement. The Authority will, at the request of the Town and at the Town's cost, join in any legal action in which the Town asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority and the Assignee have the right to inspect the Property as provided in Sections 5.12(c) and 7.2.

Section 4.5. Title. At all times during the Term of this Lease Agreement, the Town shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease Agreement (other than under Section 8.2(b) hereof), all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the Town. Upon the payment in full of all Lease Payments allocable to the Property, or upon the deposit by the Town of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the Town. The Authority agrees to take any and all steps and execute and record any and all documents reasonably required by the Town to consummate any such transfer.

Section 4.6. Release of Excess Property. The Town may, at any time and from time to time, release any portion of the Property (the "Released Property") from the Lease, with the prior written consent of the Assignee, which consent shall be at the Assignee's sole discretion,

and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The Town shall certify to the Authority and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Property to be remaining following release of the Released Property;

(b) The Town shall file with the Authority and the Assignee, and cause to be recorded in the office of the Napa County Recorder, an amendment to this Lease Agreement which deletes the Released Property from the description of the Property;

(c) The Town shall file with the Authority and the Assignee a written certificate of the Town stating the Town's determination that the estimated value of the real property which will remain leased under this Lease Agreement following such release is at least equal to the original principal components of the Lease Payments and upon request of the Assignee, the Town shall provide to the Assignee additional information and documents to evidence the value of the remaining portion of the Property;

(d) The Town shall file with the Authority and the Assignee a written certificate of the Town stating the Town's determination that the estimated fair rental value, for each remaining Rental Period and in the aggregate, of the Property remaining after release of the Released Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The Town shall file with the Authority and the Assignee such other information, documents and instruments as the Authority or the Assignee shall reasonably request, including (if requested by the Assignee) evidence of the insurable value of the Property to be remaining following release of the Released Property, indicating that such value is in excess of the then unpaid principal component of the Lease Payments and such endorsements to the title policy delivered on the Closing Date.

Upon the satisfaction of all such conditions precedent, the Term of this Lease Agreement will thereupon end as to the Released Property. The Town is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Authority and the Town shall execute, deliver and cause to be recorded all documents required to discharge this Lease Agreement of record against the Released Property.

Section 4.7. Substitution of Property.

(a) In the event of damage or destruction of the Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available or in the event that following the condemnation of all or a portion of the Property the fair rental value of the Property remaining after such condemnation is less than the remaining Lease Payments due under this Lease Agreement, the Town shall substitute under the Site and Facility Lease and this Lease Agreement one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b) If for any reason the Town is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the Town shall use its best efforts to obtain other financing in an amount necessary to prepay the principal

component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the Town, and the Town will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the Town or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Property, as hereinbefore more specifically set forth. The Town waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the Town under the terms of this Lease Agreement.

The Town will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the Town affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Town is obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The Town may, at the Town's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the Town that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the Town will promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority. The Town shall promptly notify the Assignee of any tax, assessment, utility or other charge it elects to contest.

Section 5.2. Modification of Property. The Town has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease Agreement. Such additions, modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The Town shall maintain or cause to be maintained throughout the Term of this Lease Agreement a standard comprehensive general liability insurance policy or policies in protection of the Town, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of

the Property. Such policy or policies must provide coverage with limits of at least \$1,000,000 per occurrence, \$3,000,000 in the aggregate, for bodily injury and property damage coverage, and excess liability umbrella coverage of at least \$5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Assignee. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Town (including, with Assignee's prior written consent, a self-insurance program), and may be maintained in whole or in part in the form of the participation by the Town in a joint powers authority or other program providing pooled insurance. The Town will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The Town will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, casualty insurance against loss or damage to all buildings situated on the Property and owned by the Town, in an amount at least equal to the greater of the replacement value of the insured buildings and the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed \$250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Town (including, with the Assignee's prior written consent, a self-insurance program), and may be maintained in whole or in part in the form of the participation by the Town in a joint powers authority or other program providing pooled insurance. The Town will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The Town will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Town and may be maintained in whole or in part in the form of the participation by the Town in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the Town. The Town will apply the Net Proceeds of such insurance towards the payment of the Lease Payments as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the Town shall carry worker's compensation insurance covering all employees on, in, near or about the Property and, upon request, shall furnish to the Authority certificates evidencing such coverage throughout the Term of this Lease Agreement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Town (including a self-insurance program) and may be maintained in whole or in part in the form of the participation by the Town in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the Town shall, at its expense, (a) cause this Lease Agreement, the Site and Facility Lease and the Assignment Agreement, or a memorandum hereof or thereof in form and substance approved by Special Counsel, to be recorded in the office of the Napa County Recorder with respect to the Property, and (b) obtain a CLTA title insurance policy insuring the Assignee's interests in the leasehold estate established under the Site and Facility Lease and hereunder in the Property, subject only to Permitted Encumbrances, in an amount equal to the original principal

components of the Lease Payments. The Town will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the Town and the Assignee as insured parties and the Assignee as loss payees and shall include a lender's loss payable endorsement for the benefit of the Assignee. Prior to the Closing Date, the Town will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the Town will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the Town shall notify the Assignee of such fact.

Section 5.9. Installation of Town's Personal Property. The Town may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the Town, in which the Authority has no interest, and may be modified or removed by the Town at any time. The Town must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement prevents the Town from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.10. Liens. The Town will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the Town certifies in writing to the Assignee do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Assignee provides its prior written approval, which approval shall be at Assignee's sole discretion. Except as expressly provided in this Article V, the Town will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The Town will reimburse the Assignee for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the Town fails to perform any of its obligations under this Article V, the Authority may take such action as may be necessary to cure such failure, including the advancement of money, and the Town shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The Town will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would

cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) *Notification of Assignee.* The Town will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the Town will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection.* The Town will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. Town Consent to Assignment Agreement. The Authority's rights under this Lease Agreement (excluding the right to receive notices, the right to reimbursement of costs and to indemnification), including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment Agreement. The Town hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The Town agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Property and in this Lease Agreement.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a governmental entity threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the Town and the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award*.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the Town in the event of any such damage or destruction shall be deposited by the Town promptly upon receipt thereof in a special fund with the Assignee designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the Town shall determine and notify the Authority and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the Town and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid principal component of the Lease Payments.

(iii) In the event the Town's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments and other amounts pursuant to Section 9.3 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments, all accrued and unpaid interest, Prepayment Premiums described in Section 9.2, and all other costs related to such prepayments pursuant to Section 9.3 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair,

restoration, modification or improvement of the Property, evidenced by a certificate signed by a Town Representative.

(iv) In the event the Town's determination is as set forth in clause (B) of subparagraph (ii) above and the Town certifies to the Assignee that such repair or replacement can be completed within 24 months, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the Town, and until the Property has been restored to its prior condition, the Town shall not place any lien or encumbrance on the Property that is senior to this Lease Agreement without the prior written consent of the Assignee, at its sole discretion.

(b) *From Eminent Domain Award.* If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the Town in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the Town has given written notice to the Authority and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the Town to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the Town shall so certify to the Authority and the Assignee, and the Town shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(ii) If the Town has given written notice to the Authority and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the Town to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the Town shall so certify to the Authority and the Assignee, and the Town shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the Town has given written notice to the Authority and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the Town to meet any of its obligations with respect to the Property under the Lease Agreement or (B) all of the Property shall have been taken in such eminent domain proceedings, then the Town shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the Town may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Authority and the Assignee. Any such determination by the Town shall be final.

(c) *From Title Insurance.* The Net Proceeds from a title insurance award shall be applied by the Town towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the Town of the Property or any portion thereof to the extent to be agreed upon by the Town and the Assignee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a Town Representative to the Authority and the Assignee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the Town waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE TOWN

Section 7.1. Disclaimer of Warranties. THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE TOWN OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE TOWN ACKNOWLEDGES THAT THE TOWN LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE TOWN. In no event is the Authority liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement for the existence, furnishing, functioning or use of the Property by the Town.

Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry. The Town agrees that the Authority, and the Authority's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the Town, to enter upon and to examine and inspect (to the extent permitted by law and public policy) the Property or any part thereof. The Town further agrees that the Authority, and the Authority's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the Town, as may be reasonably necessary to cause the proper maintenance of the Property if the Town fails to perform its obligations hereunder. Neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

The Town further grants, conveys and confirms to the Authority, for the use, benefit and enjoyment of the Authority, its successors and assigns in interest to the Property, including the Assignee, and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease Agreement over, across and under the property of the Town adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.3. Release and Indemnification Covenants. The Town hereby indemnifies the Authority, the Assignee and their respective directors, officers, agents, employees, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the Town or the Town's employees, agents, contractors, invitees or licensees, (b) any breach or default on the part of the Town in the performance of any of its obligations under this Lease Agreement, (c) any negligence or willful misconduct of the Town or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the Town with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct or gross negligence under this Lease Agreement by the Authority, the Assignee, or their respective officers, agents, employees, successors or assigns. The Town and the Authority

each agree to promptly give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment by the Authority. The Authority's rights, title and interests under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the Town hereunder, have been assigned to the Assignee; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses hereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Assignee to the extent such rights accrue to the Assignee. The Town hereby consents to such assignment. Whenever in this Lease Agreement any reference is made to the Authority, such reference shall be deemed to refer to the Assignee (including its assignees).

The Assignee may make additional assignments of its rights, title and interests herein, but only in whole only and only to a person or persons that the Assignee reasonably believes is (i) a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, (ii) an accredited investor as defined in section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, or (iii) a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to qualified institutional buyers or accredited investors and, in each case, that executes and delivers to the Town a letter substantially in the form of the letter delivered by the Assignee on the Closing Date. The Town shall pay all Lease Payments hereunder to the Assignee, as provided in Section 4.3(h) hereof, or under the written direction of the assignee named in the most recent assignment or notice of assignment filed with the Town. During the Term of this Lease Agreement, the Town will keep a complete and accurate record of all such notices of assignment.

Section 7.5. Assignment and Subleasing by the Town. This Lease Agreement may not be assigned, mortgaged, pledged or transferred by the Town. The Town may sublease the Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee's sole discretion, subject to all of the following conditions:

(a) This Lease Agreement and the obligation of the Town to make Lease Payments hereunder shall remain obligations of the Town, and any sublease shall be subject and subordinate to this Lease Agreement.

(b) The Town shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the Town may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The Town shall furnish the Authority and the Assignee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become subject to personal income taxation by the State.

(e) Any such sublease shall be subject and subordinate in all respects to the Site and Facility Lease and this Lease Agreement.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the fair market value of the Property.

Section 7.6. Amendment of Lease Agreement. This Lease Agreement may be amended with the prior written consent of the Authority and the Assignee (at the Assignee's sole discretion) provided such amendment does not, in the Assignee's sole judgment, adversely affect the Assignee.

Section 7.7. Tax Covenants.

(a) *Generally*. The Town will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income of the Assignee for federal income tax purposes and will deliver a tax certificate on the Closing Date.

(b) *Private Activity Bond Limitation*. The Town will ensure that the proceeds of the Lease Payments are not so used as to cause the Town's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition*. The Town will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage*. The Town will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate*. The Town will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

(f) *Bank Qualification*. The Town hereby designates this Lease Agreement for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), this Lease Agreement, has been or will be issued by the Town, including all subordinate entities of the Town, during the calendar year 2017.

Section 7.8. Financial Statements; Budgets; Other Information. Within two hundred ten (210) days following the end of each Fiscal Year of the Town during the Term of this Lease Agreement, the Town will provide the Authority and the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the Town's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standards Board pronouncements and applicable State law. Within thirty (30) days of the end of each fiscal year, the Town will provide the Assignee with a copy of its annual budget. The Town hereby agrees to provide the Assignee with such other information as may be reasonably requested by the Assignee.

Section 7.9. Records and Accounts. The Town covenants and agrees that it shall keep proper books of record and accounts of its operations in accordance with GASB, in which complete and correct entries shall be made of all transactions relating to the Town. Said books and records shall at all reasonable times be subject to the inspection of the Assignee upon 72 hours' prior notice.

Section 7.10. Observance of Laws and Regulations. The Town will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations, regulations or Applicable Laws now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board, commission or Governmental Authority having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the Town, including the Town's right to exist and carry on business as a county office of education, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 7.11. Notices. During the Term of this Lease Agreement, the Town shall provide to the Assignee:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Lease Agreement, together with a detailed statement by a Town Representative of the steps being taken by the Town to cure the effect of such Event of Default.

(b) prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority.

(c) with reasonable promptness, such other information respecting the Town, and the operations, affairs and financial condition of the Town as the Assignee may from time to time reasonably request.

(d) Notices of filings with the Municipal Securities Regulatory Board's EMMA system, other than regular annual filings.

(e) Notice of an event that could cause a Material Adverse Effect.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the Town to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein, including the failure to prepay the Lease Payments if requested by the Assignee pursuant to Section 9.4 hereof.

(b) Failure by the Town to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Town by the Assignee. However, if in the reasonable opinion of the Town the failure stated in the notice can be corrected, but not within such 30-day period, the Authority and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the Town within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the Town of a voluntary petition in bankruptcy, or failure by the Town promptly to lift any execution, garnishment or attachment, or adjudication of the Town as a bankrupt, or assignment by the Town for the benefit of creditors, or the entry by the Town into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Town in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar federal or State act now existing or which may hereafter be enacted.

(d) Any statement, representation or warranty made by the Town in or pursuant to this Lease Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the Town is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Assignee or any affiliate of the Assignee, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$300,000.

(f) Any default by the Town to observe any covenant, condition or agreement on its part to be observed or performed under the Site and Facility Lease.

(g) Any court of competent jurisdiction shall find or rule that the Site and Facility Lease or this Lease Agreement is not valid or binding against the Town.

(h) The Town abandons any part of the Property.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease Agreement; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable.

Each and every covenant hereof to be kept and performed by the Town is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; provided, that no termination of this Lease Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Authority does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the Town agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Property, or, if the Authority is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Authority or any suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Authority. The Town hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the Town to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in Napa County for the account of and at the expense of the Town, and the Town hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The Town agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Authority to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the Town the right to terminate this Lease Agreement shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The Town agrees to surrender and quit possession of the Property upon demand of the Authority for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Authority in excess of the sum of Lease Payments plus costs and expenses incurred by the Authority for its services in re-leasing the Property shall be paid to the Town.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease Agreement and re-lease all or any portion of the Property, subject to the Site and Facility Lease. If the Authority terminates this Lease Agreement at its option and in the manner hereinafter provided due to a default by the Town (and notwithstanding any re-entry upon the Property by the Authority in any manner whatsoever or the re-leasing of the Property), the Town nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Authority from such re-leasing shall be applied by the Authority to Lease Payments due under this Lease Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the Town shall be or become effective by operation of law, or otherwise, unless and until the Authority

shall have given written notice to the Town of the election on the part of the Authority to terminate this Lease Agreement. The Town covenants and agrees that no surrender of the Property, or of the remainder of the Term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site and Facility Lease.* If an Event of Default occurs and continues hereunder, the Authority may exercise its rights under the Site and Facility Lease.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease Agreement defaults under any of the provisions hereof and the no defaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the no defaulting party (including the Assignee) the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the no defaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Assignee, to which assignment the Town hereby consents.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the Town may on any date secure the payment of the Lease Payments in whole or in part by depositing with the Assignee or a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Assignee, which cash so held is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant (which opinion must be in form and substance, and with such an accountant, acceptable to the Assignee and addressed and delivered to the Assignee), together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the Town instructs at the time of said deposit; *provided, however*, that at or prior to the date on which any such security deposit is established, the Town shall deliver to the Assignee an opinion of Bond Counsel (in form and substance acceptable to the Assignee) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the Assignee for federal income tax purposes. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease Agreement shall continue, (ii) all obligations of the Town under this Lease Agreement, and all security provided by this Lease Agreement for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the Town to make, or cause to be made, all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the Town, and (B) the release and indemnification obligations of the Town under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.5, the Authority's leasehold interest in the Property will vest in the Town on the date of said deposit automatically and without further action by the Town or the Authority. The Town hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease Agreement and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the Assignee or the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. Optional Prepayment. The Lease Payments may not be prepaid prior to August 1, 2025. The Town may prepay the principal component of the Lease Payments in full but not in part, on any Interest Payment Date on and after August 1, 2025, upon at least 30 days' notice to the Assignee, at a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The Town shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part in such order of prepayment as shall be selected by the Town on any date, together with any accrued and unpaid interest, and any other costs related to such prepayment, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.2. The Town

and the Authority hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the Town's obligations under this Section 9.3.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the Town and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Authority: Yountville Finance Authority
c/o Town of Yountville
6550 Yount Street
Yountville, CA 94559
Attention: Town Manager
Phone: (707) 944-8851

If to the Town: Town of Yountville
Yountville, CA 94559
Attention: Town Manager
Phone: (707) 944-8851

If to the Assignee: _____

Attention: _____
Phone: (____) ____ - ____

Section 10.2. Binding Effect. This Lease Agreement inures to the benefit of and is binding upon the Authority, the Town and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease Agreement is a "net-net-net lease" and the Town hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Authority and the Town agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended to be so or for carrying out the expressed intention of this Lease Agreement.

Section 10.6. Judicial Reference. To the extent permitted by law, the parties to this Lease Agreement hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Lease Agreement or any of the related documents or the transaction contemplated hereby or thereby. If and to the extent that the foregoing waiver of the right to a jury trial is unenforceable for any reason in such forum, the parties hereby consent to

the adjudication of any and all claims pursuant to judicial reference as provided in California Code of Civil Procedure Section 638, and the judicial referee shall be empowered to hear and determine any and all issues in such reference whether fact or law. The parties represent that each has reviewed this waiver and consent and each knowingly and voluntarily waives its jury trial rights and consents to judicial reference following the opportunity to consult with legal counsel of its choice on such matters. In the event of litigation, a copy of this agreement may be filed as a written consent to judicial reference under California Code of Civil Procedure section 638 as provided herein.

Section 10.7. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.8. Applicable Law. This Lease Agreement is governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Lease Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the Town have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

YOUNTVILLE FINANCE AUTHORITY

By _____
Steven Rogers
Executive Director

Attest:

Michelle Dahme
Secretary

TOWN OF YOUNTVILLE

By _____
Steven Rogers
Town Manager

Attest:

Michelle Dahme
Town Clerk

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the Town of Yountville, Napa County, State of California, described as follows:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERN LINE OF FINNELL ROAD WITH THE NORTHEASTERN LINE OF YOUNT STREET; THENCE ALONG THE NORTHEASTERN LINE OF SAID YOUNT STREET, NORTH 29° 27' WEST 205.25 FEET; THENCE, LEAVING SAID YOUNT STREET, AND RUNNING NORTH 74° 07'30" EAST 94.62 FEET AND NORTH 69° 37'30" EAST 69.12 FEET TO A POINT WHICH BEARS NORTH 32° 49'30" WEST 165.93 FEET FROM THE NORTHWESTERN LINE OF FINNELL ROAD; THENCE SOUTH 32° 49'30" EAST 165.93 FEET TO SAID NORTHWESTERN LINE OF FINNELL ROAD; THENCE SOUTH 58° 21'45" WEST ALONG SAID NORTHWESTERN LINE, 170.12 FEET TO THE POINT OF COMMENCEMENT.

ALSO SHOWN AS PARCEL A, AS SHOWN AND DELINEATED ON THE MAP FILED FOR RECORD ON JANUARY 5, 1977, IN BOOK 8 OF PARCEL MAPS, PAGES 54 NAPA COUNTY OFFICIAL RECORDS.

A.P.N. 036-070-25

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility consists of the Town Hall. Town Hall was originally constructed as a school in the 1930's. Although it has been remodeled and modernized, it still retains its original historic charm. Town Hall is approximately 8,000 square feet, housing administrative offices and council meeting chambers.

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Total Lease Payment
12/1/20			
6/1/21			
12/1/21			
6/1/22			
12/1/22			
6/1/23			
12/1/23			
6/1/24			
12/1/24			
6/1/25			
12/1/25			
6/1/26			
12/1/26			
6/1/27			
TOTAL			

- (1) The applicable interest rate is _____% per annum. If the Default Rate or the Taxable Rate is in effect, interest will be computed by applying such alternate rate.

ESCROW AGREEMENT

by and between the

TOWN OF YOUNTVILLE

and

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A, as Escrow Bank**

Dated June 3, 2020

Relating to the refunding of the
Yountville Finance Authority
Lease Revenue Bonds, Series 2013

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Escrow Agreement"), dated June 3, 2020, is by and between the TOWN OF YOUNTVILLE, a municipal corporation and general law city organized and existing under and by virtue of the laws of the State of California (the "Town"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as escrow bank (the "Escrow Bank").

WITNESSETH:

WHEREAS, the Yountville Finance Authority (the "Authority") has heretofore issued its \$4,260,000 Yountville Finance Authority Lease Revenue Bonds, Series 2013, of which \$2,240,000 remains outstanding (the "2013 Bonds"), the proceeds of which were used to finance and refinance the costs of the certain capital improvements within the geographic boundaries of the Town (the "2013 Project");

WHEREAS, the 2013 Bonds were issued pursuant to the terms of an indenture, dated as of February 1, 2013 (the "2013 Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee thereunder (the "2013 Trustee");

WHEREAS, in order to provide for the repayment of the 2013 Bonds, the Authority leased certain real property and improvements (the "2013 Property") to the Town pursuant to a lease agreement, dated as of February 1, 2013 (the "2013 Lease Agreement"), under which the Town agreed to make lease payments to the Authority (the "2013 Lease Payments") from moneys in its General Fund and the Town has budgeted and appropriated sufficient amounts in each year to pay the full amount of principal of and interest on the 2013 Bonds;

WHEREAS, the Town has determined that it is in the best interests of the Town at this time to provide for the payment and prepayment of the 2013 Lease Payments and, as a result thereof, to provide for the payment and redemption of the 2013 Bonds and, to that end, the Town proposes to enter into a new lease agreement, dated as of June 1, 2020, by and between the Authority and the Town (the "Lease Agreement");

WHEREAS, the Town proposes to provide for the payment described above and to appoint the Escrow Bank as their agent for the purpose of applying said deposit to provide for the prepayment of the 2013 Lease Payments in accordance with the instructions provided by this Escrow Agreement and of applying said prepaid 2013 Lease Payments to the redemption of the 2013 Bonds and the Escrow Bank desires to accept said appointment;

WHEREAS, the Town wishes to provide for the payment described above and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited;

WHEREAS, to obtain moneys to make such deposit, and for certain other purposes, the Authority proposes to assign and transfer certain of its rights under the Lease Agreement to _____ (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of June 1, 2020, by and between the Authority and the Assignee;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, herein, shall have the meanings ascribed thereto in the 2013 Indenture.

Section 2. Appointment of Escrow Bank. The Town hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the Town with, and to be held by, the Escrow Bank, as security for the prepayment of the 2013 Lease Payments and the redemption of the 2013 Bonds, as hereinafter set forth, an irrevocable escrow to be maintained by the Escrow Bank on behalf of the Town (the "Escrow Fund"). The Escrow Fund shall be held separate and apart from other funds and moneys of, or held by, the Escrow Bank. All moneys deposited in the Escrow Fund shall be held as a special fund for the prepayment of the 2013 Lease Payments and the payment and redemption of the 2013 Bonds. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Bank shall notify the Town of such fact and the Town shall immediately cure such deficiency. The Escrow Bank shall have no liability for such deficiency.

Section 4. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrently with delivery of the Lease Agreement, the Town shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$2,242,787.2255 in immediately available funds, from the proceeds of the assignment of the Lease Agreement to the Assignee.

(b) The Escrow Bank shall hold all moneys deposited in the Escrow Fund in cash, uninvested. Such moneys shall be held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(d) Any money left on deposit in the Escrow Fund after payment in full of the 2013 Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be transferred to the Town to be applied to the payment of principal and interest with respect to the Lease Agreement.

Section 5. Instructions as to Application of Deposit.

(a) The moneys deposited in the Escrow Fund pursuant to Section 4 shall be applied by the Escrow Bank for the sole purpose of redeeming the 2013 Bonds on June 17, 2020, at a redemption price equal to the principal amount of the 2013 Bonds plus accrued interest such date, as set forth in Exhibit B attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as 2013 Trustee has previously been requested to give timely notice of the redemption of the 2013 Bonds on June 17, 2020, in accordance with the applicable provisions of the 2013 Indenture and the Escrow Bank, as 2013 Trustee, has done so.

Section 6. Application of 2013 Bond Moneys. Any amounts remaining on deposit in any fund or account established under the 2013 Indenture for the 2013 Bonds, including any investment earnings received after the date of original delivery of the Lease Agreement, shall be transferred by the Escrow Bank to the Town and applied as a credit against payments of principal and interest with respect to the Lease Agreement.

Section 7. Compensation to Escrow Bank. The Town shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 8. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or risk or incur any financial liability in the performance of its duties under this Escrow Agreement unless the Town shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the Town or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or any securities deposited therein, the purchase of the securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof, the sufficiency of the securities or any uninvested moneys held hereunder to accomplish the purposes set forth in Section 5 hereof, or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the Town, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the securities to be purchased pursuant hereto and any uninvested moneys to accomplish the purposes set forth in Section 5 hereof or to the validity of this Escrow Agreement as to the Town and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Bank. The Escrow Bank may consult with counsel, who may or may not be counsel to the Town, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith.

Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the Town.

The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Bank may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Escrow Agreement and delivered using Electronic Means ("Electronic Means" means mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Bank, or another method or system specified by the Escrow Bank as available for use in connection with its services hereunder); provided, however, that the Town shall provide to the Escrow Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Town whenever a person is to be added or deleted from the listing. If the Town elects to give the Escrow Bank Instructions using Electronic Means and the Escrow Bank in its discretion elects to act upon such Instructions, the Escrow Bank's understanding of such Instructions shall be deemed controlling. The Town understands and agrees that the Escrow Bank cannot determine the identity of the actual sender of such Instructions and that the Escrow Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Bank have been sent by such Authorized Officer. The Town shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Bank and that the Town and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Town. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Town agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Town; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its

particular needs and circumstances; and (iv) to notify the Escrow Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

The Escrow Bank may at any time resign by giving 30 days written notice of resignation to the Town and the 2013 Trustee. Upon receiving such notice of resignation, the Town shall promptly appoint a successor, and, upon the acceptance by the successor of such appointment, release the resigning Escrow Bank from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the Town, the 2013 Trustee, the resigning Escrow Bank and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor.

The Town hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective directors, officers, employees, successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the Town shall not be required to indemnify the Escrow Bank against its own negligence or willful misconduct. The indemnities contained in this Section 10 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics, pandemics, quarantine restrictions or other similar occurrences."

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the 2013 Trustee shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of the 2013 Trustee, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the Town, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, provided any such cure, correction or supplement does not adversely affect the interests of the 2013 Trustee, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel reasonably acceptable to the 2013 Trustee shall not materially adversely affect the interests of the holders of the 2013 Bonds, and that such amendment will not cause interest with respect to the 2013 Bonds to become subject to federal income taxation.

Section 10. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 11. Notice to Escrow Bank and District. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank. Any notice to or demand upon the Town shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2013 Indenture (or such other address as may have been filed in writing by the Town with the Escrow Bank).

Section 12. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company is reasonably acceptable to the Town, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 13. Governing Law. This Escrow Agreement shall be governed by the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Town and the Escrow Bank have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

TOWN OF YOUNTVILLE

By _____
Steven Rogers
Town Manager

Attest:

Michelle Dahme
Town Clerk

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Escrow
Bank

By _____
Gonzalo Urey
Vice President

EXHIBIT A
REDEMPTION SCHEDULE

Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
6/17/29	—	\$2,240,000	\$2,787.22	—	\$2,242,787.22

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TERMINATION AGREEMENT

Dated as of June 1, 2020

by and among the

YOUNTVILLE FINANCE AUTHORITY,

the

TOWN OF YOUNTVILLE

and the

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as 2013 Trustee and Assignee**

Relating to the Defeasance of the
Yountville Finance Authority
Lease Revenue Bonds, Series 2013

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated as of June 1, 2020, and is by and among the TOWN OF YOUNTVILLE (the "Town"), the YOUNTVILLE FINANCE AUTHORITY (the "Authority") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as 2013 Trustee and Assignee (the "2013 Trustee")

WITNESSETH:

WHEREAS, the Authority has heretofore issued its \$4,260,000 Yountville Finance Authority Lease Revenue Bonds, Series 2013, of which \$2,240,000 remains outstanding (the "2013 Bonds"), the proceeds of which were used to finance the costs of the acquisition, rehabilitation, construction, installation and equipping of civic center improvements in the Town (the "2013 Project");

WHEREAS, the 2013 Bonds were issued pursuant to the terms of an indenture of trust, dated as February 1, 2013 (the "2013 Indenture"), by and between the Authority and the 2013 Trustee;

WHEREAS, in order to provide for the repayment of the 2013 Bonds, the Authority leased certain real property and improvements (the "2013 Property") to the Town pursuant to a lease agreement, dated as of February 1, 2013 (the "2013 Lease Agreement"), under which the Town agreed to make lease payments to the Authority (the "2013 Lease Payments") from moneys in its General Fund and the Town has budgeted and appropriated sufficient amounts in each year to pay the full amount of principal of and interest on the 2013 Bonds;

WHEREAS, the Town has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the Town at this time to refinance the Town's obligation to make the 2013 Lease Payments and, as a result thereof, to provide for the redemption of all 2013 Bonds on June 17, 2020, at the redemption price equal to 100% of the principal amount thereof plus accrued interest to such date, and to that end, the Town proposes to enter into a new lease agreement, dated as of June 1, 2020, by and between the Authority and the Town;

WHEREAS, the 2013 Lease Agreement provides that in the event that the Town deposits, or causes the deposit on its behalf of moneys for the prepayment of the 2013 Lease Payments, then all of the obligations of the Town under the 2013 Lease Agreement and all of the security provided by the Town for such obligations, excepting only the obligation of the Town to make the 2013 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2013 Project shall be vested in the Town without further action by the Town or the Authority;

WHEREAS, to obtain moneys to make such deposit, the Authority proposes to assign and transfer certain of its rights under the Lease Agreement to _____ (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of December 1, 2017, by and between the Authority and the Assignee (the "Assignment Agreement"), whereby the Assignee will make a payment of \$_____ to or to the order of the Town;

WHEREAS, upon the deposit of a portion of the proceeds of the Assignee's payment for prepayment of the 2013 Lease Payments, the 2013 Lease Agreement and the agreements related thereto need not be maintained (except as otherwise provided below), and the parties hereto now desire to provide for the termination of such documents as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as to the document or documents to which such party is a party or assignee:

Section 1. Termination.

(a) By virtue of the deposit of a portion of the proceeds of the Assignee's payment for prepayment of the 2013 Lease Payments, all obligations of the Town under the 2013 Lease Agreement shall cease and terminate, excepting only the obligation of the Town to make, or cause to be made, all payments from such deposit and title to the 2013 Project shall vest in the Town automatically and without further action by the Town or the Authority. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the prepayment of the 2013 Lease Payments.

(b) In accordance with the foregoing, the following agreements are hereby terminated and are of no further force or effect except for such provisions of the 2013 Lease Agreement which, by their terms, survive but do not affect real property:

1. Site and Facility Lease, recorded on February 4, 2013, as Document No. 2013-0003296, Official Records of Napa County;

1. 2013 Lease Agreement, recorded by memorandum on February 4, 2013, as Document No. 2013-0003297, Official Records of Napa County; and

2. Memorandum of Assignment of Lease, recorded on February 4, 2013, as Document No. 2013-0003298, Official Records of Napa County.

(c) That from and after the date hereof, none of the parties shall have any further rights or obligations thereunder except for such rights and obligations which, by the terms of the 2013 Lease Agreement, survive but do not affect real property.

Section 2. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Governing Laws. This Termination Agreement shall be governed by the laws of the State of California.

[Remainder of page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement.

YOUNTVILLE FINANCE AUTHORITY

By _____
Steven Rogers
Executive Director

Attest:

Michelle Dahme
Secretary

TOWN OF YOUNTVILLE

By _____
Steven Rogers
Town Manager

Attest:

Michelle Dahme
Town Clerk

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as 2013 Trustee
and Assignee

By _____
Gonzalo Urey
Vice President

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A

DESCRIPTION OF THE SITE

The land referred to herein is situated in the Town of Yountville, Napa County, State of California, and is described as follows:

Town Center Site

COMMENCING AT THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF YOUNTVILLE RECORDED MARCH 6, 1970, IN BOOK 824 OF OFFICIAL RECORDS PAGE 422, NAPA COUNTY RECORDS; SAID SOUTHEAST CORNER BEING ON THE NORTHWESTERN LINE OF MULBERRY STREET AS SHOWN ON MAP NO. 4512 ENTITLED "RECORD OF SURVEY OF THE LANDS OF THE CITY OF YOUNTVILLE, A MUNICIPAL CORPORATION", RECORDED OCTOBER 9, 1991, IN BOOK 28 OF SURVEYS AT PAGE 24, SAID NAPA COUNTY RECORDS; THENCE SOUTH 58° 21'45" WEST ALONG SAID NORTHWESTERN LINE 318.46 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 92° 08'15" AN ARC DISTANCE OF 32.16 FEET TO THE NORTHEASTERN LINE OF YOUNG STREET; THENCE NORTH 29° 30'00" WEST ALONG SAID NORTHEASTERN LINE 309.51 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF YOUNTVILLE RECORDED SEPTEMBER 1, 1965, IN BOOK 729 OF OFFICIAL RECORDS AT PAGE 990, SAID NAPA COUNTY RECORDS; THENCE ALONG THE NORTHWESTERN LINE OF SAID TRACT AND ITS NORTHEASTERLY EXTENSION NORTH 58° 21'45" EAST 326.90 FEET TO THE NORTHEAST CORNER OF THE CITY OF YOUNTVILLE TRACT AS DESCRIBED IN SAID BOOK 824 OF OFFICIAL RECORDS AT PAGE 422 AND AS SHOWN ON SAID MAP; THENCE ALONG THE NORTHEASTERN LINE OF SAID LAST MENTIONED TRACT, SOUTH 31° 38'15" EAST 330.04 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF YOUNTVILLE RECORDED MARCH 6, 1970, IN BOOK 824 OF OFFICIAL RECORDS AT PAGE 422, NAPA COUNTY RECORDS, SAID SOUTHEAST CORNER BEING ON THE NORTHWESTERN LINE OF MULBERRY STREET AS SHOWN ON MAP NO. 4512, ENTITLED "RECORD OF SURVEY OF THE LANDS OF THE CITY OF YOUNTVILLE, A MUNICIPAL CORPORATION", RECORDED OCTOBER 9, 1991, IN BOOK 28 OF SURVEYS AT PAGE 24, SAID NAPA COUNTY RECORDS; THENCE SOUTH 58° 21'45" WEST ALONG SAID NORTHWESTERN LINE 220.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERN LINE NORTH 31° 37'39" WEST 33.76 FEET; THENCE SOUTH 58° 26'20" WEST 90.26 FEET; THENCE SOUTH 31° 37'39" EAST 33.88 FEET TO A POINT ON SAID NORTHWESTERN LINE OF MULBERRY STREET; THENCE ALONG SAID NORTHWESTERN LINE SOUTH 58° 21'45" WEST 7.36 FEET AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 90° 08'15" AN ARC LENGTH OF 32.16 FEET TO A POINT ON THE NORTHEASTERN LINE OF YOUNT STREET; THENCE ALONG SAID NORTHEASTERN LINE NORTH 29° 30'00" WEST 99.77 FEET; THENCE LEAVING SAID NORTHEASTERN LINE NORTH 61° 11'51" EAST 212.20 FEET; THENCE NORTH 62° 06'20" EAST 65.84 FEET; THENCE SOUTH 31° 27'03" EAST 75.59 FEET; THENCE SOUTH 58° 16'48" WEST 35.98 FEET; THENCE SOUTH 31° 43'12" EAST 6.65 FEET; THENCE SOUTH 58° 16'48" WEST 47.47 FEET; THENCE SOUTH 31°38'15" EAST 23.29 FEET TO A POINT ON SAID NORTHWESTERN LINE OF MULBERRY STREET; THENCE ALONG SAID NORTHWESTERN LINE SOUTH 58° 21'45" WEST 80.07 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN GRANT DEED TO THE CITY OF YOUNTVILLE RECORDED MARCH 6, 1970, IN BOOK 824 OF OFFICIAL RECORDS AT PAGE 422, NAPA COUNTY RECORDS, SAID SOUTHEAST CORNER BEING ON THE

NORTHWESTERN LINE OF MULBERRY STREET AS SHOWN ON MAP NO. 4512, ENTITLED "RECORD OF SURVEY OF THE LANDS OF THE CITY OF YOUNTVILLE, A MUNICIPAL CORPORATION", RECORDED OCTOBER 9, 1991, IN BOOK 28 OF SURVEYS AT PAGE 24, SAID NAPA COUNTY RECORDS; THENCE SOUTH 58° 21'45" WEST ALONG SAID NORTHWESTERN LINE 220.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERN LINE NORTH 31° 37'39" WEST 33.76 FEET; THENCE SOUTH 58° 26'20" WEST 90.26 FEET; THENCE SOUTH 31° 37'39" EAST 33.88 FEET TO THE SAID NORTHWESTERN LINE OF MULBERRY STREET; THENCE ALONG SAID NORTHWESTERN LINE NORTH 58° 21'45" EAST 90.26 FEET TO THE TRUE POINT OF BEGINNING.

A.P.N. 036-221-19

Town Hall Site

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERN LINE OF FINNELL ROAD WITH THE NORTHEASTERN LINE OF YOUNT STREET; THENCE ALONG THE NORTHEASTERN LINE OF SAID YOUNT STREET, NORTH 29° 27' WEST 205.25 FEET; THENCE, LEAVING SAID YOUNT STREET, AND RUNNING NORTH 74° 07'30" EAST 94.62 FEET AND NORTH 69° 37'30" EAST 69.12 FEET TO A POINT WHICH BEARS NORTH 32° 49'30" WEST 165.93 FEET FROM THE NORTHWESTERN LINE OF FINNELL ROAD; THENCE SOUTH 32° 49'30" EAST 165.93 FEET TO SAID NORTHWESTERN LINE OF FINNELL ROAD; THENCE SOUTH 58° 21'45" WEST ALONG SAID NORTHWESTERN LINE, 170.12 FEET TO THE POINT OF COMMENCEMENT.

ALSO SHOWN AS PARCEL A, AS SHOWN AND DELINEATED ON THE MAP FILED FOR RECORD ON JANUARY 5, 1977, IN BOOK 8 OF PARCEL MAPS, PAGES 54 NAPA COUNTY OFFICIAL RECORDS.

A.P.N. 036-070-25



Staff Report

File #: 20-2510, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020
TO: Mayor and Town Council
FROM: Steven R. Rogers, Town Manager

TITLE

Discussion and possible direction regarding Town Council placing two ballot initiatives on the November 2020 election regarding cannabis retail businesses.

DISCUSSION/BACKGROUND

The Town Council has been discussing and evaluating its current cannabis regulatory scheme since passage of Proposition 64. The Town initially banned all cannabis related activities except for those that were allowed by state law. Subsequently, the Town amended that ordinance to allow for delivery of cannabis within the Town limits. At this time, the Town allows up to 6 plants indoor as required by the personal grow allowance and for delivery of cannabis from a state approved retailer. The Town does not allow cultivation, outdoor growing, lab operations or testing, or permit a cannabis retail business.

The Town Council had previously indicated that it would continue to monitor the ever changing and evolving state regulations regarding cannabis. The Council initially appointed a Cannabis Ad Hoc Committee comprised of Vice Mayor Dorman and Council Member Durham to serve on the committee to research and discuss possible changes in the Town's regulatory framework. The Ad Hoc Committee transitioned to a standing committee which is now comprised of Mayor Dunbar and Vice Mayor Dorman.

The Cannabis Standing Committee further researched the issue and presented the full Town Council with a proposed draft of a possible cannabis regulatory framework for discussion and review purposes. The Town Council has engaged in those discussions. During those discussions there has been vigorous and engaging public feedback from those opposed to and those in support of the possibility of the Town allowing a cannabis retail business. As a part of the community discussion, the question was presented whether it might be appropriate for the Town Council to put consideration of allowing a cannabis retail business ordinance on the November 2020 ballot to let the community decide if this is appropriate or not.

The Cannabis Standing Committee met on Thursday, February 13, 2020 to discuss consideration of the ballot measure idea. There were a number of residents who spoke in favor of placing this item before the voters. The Standing Cannabis Committee has recommended to the Town Council that the Town Council place a cannabis retail business ordinance on the November 2020 ballot. As will be described below, the first ballot measure currently in front of the Town Council creates a regulatory and land use regime for cannabis retail businesses. The second ballot measure establishes a business license tax of no more than three percent of cannabis retail businesses' gross receipts. The two ballot measures may also be combined into a single ballot measure if the Town Council chooses. The procedures for doing so will be discussed by staff during the

presentation.

If both ballot measures are placed on the ballot, each will be voted on by registered voters separately in the November 3, 2020 election. If approved by a majority vote (50% + 1) of the electorate, the ordinances will take effect ten days after the vote's certification. As written, the first ballot measure (regulatory and land use) will take effect if passed by a majority of voters, regardless of whether the second ballot measure (business license tax) is approved. However, the second ballot measure regarding the tax will only take effect upon voter approval if the first ballot measure is also approved. Therefore, there will be no tax on cannabis retail businesses if cannabis retail businesses are not permitted to operate within the Town.

REGULATORY AND LAND USE REGIME. The first ballot measure updates Chapter 9.30 of the Yountville Municipal Code, which currently prohibits all cannabis activity within the Town's jurisdiction with limited exceptions for personal use cultivation and mobile delivery. The ballot measure first establishes a commercial cannabis permit which entitles holders to operate a cannabis retail business pursuant to regulations in Chapter 9.30. The ballot measure specifies the application process for a commercial cannabis permit. Applicants must first submit an application during an application period designated by resolution of the Town Council. This application must include specified information including, but not limited to:

1. A non-refundable application fee, as determined by resolution of the Town Council;
2. Certain information about the applicants, including other cannabis businesses they operate;
3. Information about the proposed site for the cannabis retail business, including a floor and site plan and consent of the property owner if the space is rented;
4. An odor control plan;
5. Business operations information, including: (a) business plans; (b) community relations plans; (c) community benefits plans; (d) neighborhood responsibility plan; (e) inventory control procedures; (f) tax compliance; and (g) insurance.
6. A security plan; and
7. Indemnification.

The ballot measure provides reasons that an application will be immediately disqualified including if it is not timely submitted, it is submitted incomplete, or if it is within 300 feet of certain sensitive receptors within the Town (community spaces, schools, etc.). Notably, applications must include a second commercial use for the cannabis retail business, so it operates both as a cannabis retail business and another type of commercial space (e.g. spa, coffee shop).

The ballot measure provides that the Town Manager will rank applications based on the following criteria: (a) community benefit; (b) equity and labor; (c) messaging; (d) control of business location; and (e) financial investment. The Town Council is permitted to more clearly define these criteria before Town Manager reviews and ranks applications, including by creation of a points-based ranking system. Once ranked by the Town Manager, the Town Council may issue one commercial cannabis permit to the highest ranked applicant. However, the Town Council may choose not to offer a commercial cannabis permit to an applicant if it makes any of the following findings:

1. The highest ranked application(s) does not provide substantial benefits to Town residents;
2. The highest ranked application(s) will be detrimental to other uses in the surrounding area;
3. The highest ranked application(s) is incompatible with the character of the location the cannabis retail business is proposed in; or
4. The highest ranked application(s) may directly or indirectly create or exacerbate nuisance conditions, as defined by Yountville Municipal Code Chapter 9.32.

Once granted, a commercial cannabis permit is effective for 12 months. Commercial cannabis permits cannot be transferred to new owners or new retail locations, except as specified in Section 9.30.150(B). The ballot

measure provides that applications can be renewed by renewal application submitted at least 60 days before the permit expires. The Town Manager is charged with granting or denying renewal applications. The Town Manager must make certain findings before approving a renewal permit; the applicant has the burden of satisfying those findings by substantial evidence. The ballot measure also specifies reasons that a renewal application must and may be denied by the Town Manager.

Commercial cannabis permits can be suspended or revoked if they meet one or more of the circumstances upon which a commercial cannabis permit application or renewal application can or must be denied. The Town Manager has discretion to choose the appropriate administrative action based on the severity and regularity of the violations. The ballot measure also establishes which Town decisions are appealable and provides that such appeals must occur pursuant to the procedures set forth in Yountville Municipal Code section 1.30.010.

The ballot measure also establishes operating requirements for cannabis retail businesses including, but not limited to:

1. Cannabis and cannabis products cannot be visible from the exterior of the building;
2. Persons under 21 years of age shall not be allowed on the premises, and shall not be allowed to purchase cannabis or cannabis products;
3. Cannabis retail businesses must use odor control systems;
4. Cannabis retail businesses must maintain a comprehensive general liability policy;
5. Conditions placed on the conditional use permit issued for the property (described below) are also conditions of the commercial cannabis permit; and
6. Cannabis retail businesses must implement specified security measures.

Both the Town Council and the Town Manager may adopt additional regulations to be placed on cannabis retail businesses. All regulations established must be published on the Town's website and, after adoption, will have the same force and effect of law. The Town Council may adopt fees as necessary to implement Chapter 9.30, including an application fee representative of the Town's costs in processing the applications. All violations of the Chapter are subject to administrative enforcement and are deemed nuisances under the Yountville Municipal Code. Each responsible party as to a cannabis retail business can be held jointly and severally liable for all violations.

The second component of the ballot measure is a use permit requirement, as described in Yountville Municipal Code Chapter 17.62. That Chapter establishes the CAN, Cannabis overlay zone and requires that all cannabis retail businesses are only permitted in that zone subject to a use permit. The ballot measure places the following conditions on use permits for cannabis retail businesses:

1. Obtain and maintain a commercial cannabis permit under Chapter 9.30 and an appropriate state license;
2. Operate in substantial compliance with the application materials submitted pursuant to Section 9.30.050 of the Yountville Municipal Code;
3. Cannabis retail businesses cannot be located on a property directly abutting a residential zoning district, except that a cannabis retail business may be located on a property directly abutting the rear yard of a private residence;
4. Cannabis retail businesses may not be located within 300 feet of certain sensitive receptors (community spaces, schools, etc.);
5. Cannabis retail businesses must pay all applicable current and future state and local taxes, fees and penalties;
6. Alcoholic beverages cannot be possessed, stored, sold, distributed, or consumed on the premises. A license for sale of alcoholic beverages cannot be held for that premises, nor can a business that sells alcoholic beverages operate in the same space or adjacent to a cannabis retail business;
7. No cannabis, cannabis products, or cannabis accessories may be displayed in windows or visible from

- the public right-of-way or from places accessible to the general public;
8. Minors and persons under the age of 21 cannot be allowed on the premises, even if accompanied by a parent or guardian;
 9. Cannabis and cannabis products cannot be stored outdoors; and
 10. Any other development or operational standards as the Town Council deems necessary or appropriate.

The Town Council, therefore, may establish other use permit conditions for a cannabis retail business. However, such permit conditions may not conflict with operational requirements applicable pursuant to other provisions of the Yountville Municipal Code.

Use permits are granted after a public hearing and only after the Town Council makes the following findings, in addition to those required for all use permits by Yountville Municipal Code section 17.156.020: (a) the proposed use provides benefits to residents; (b) the proposed use will not be environmentally detrimental to existing or potential commercial and residential uses in the surrounding area; (c) the street network is suitable and adequate to carry projected traffic that is generated by the proposed use; and (d) the design of the structure or structures is compatible with the character of the Town.

BUSINESS LICENSE TAX. The second ballot measure establishes a business license tax applicable to cannabis retail businesses. The business license tax is a general tax imposed on every cannabis retail business at a rate to be established by resolution of Town Council. As this is a general tax, proceeds from the tax may be used by the Town for any lawful purpose, including but not limited to, general Town services, public safety, road and transportation purposes, and parks and recreation. The tax is imposed on the gross receipts of cannabis retail businesses shall not exceed three percent of the businesses' gross receipts. The Town Council may adjust the tax from time to time up to the maximum three percent approved by voters. The tax will be implemented pursuant to the Town's existing procedures for collection and enforcement of business license taxes under Yountville Municipal Code Chapter 5.04.

ALTERNATIVE. The Town Council could combine the two ballot measures into a single ballot measure. The ballot title for any single measure may not exceed seventy five words. The more information contained in the ballot measure, the more difficult it may be to include an accurate description in seventy five words.

OTHER CONSIDERATIONS.

1. Whether to further revise the draft language in either ballot measure;
2. Whether the first ballot measure (or a combined ballot measure) should include creation of the cannabis overlay zone - currently, it does not.
3. Whether the land use regulations (use permit and zoning restrictions) should be removed and adopted by the Town Council after the ballot measure is approved

ENVIRONMENTAL REVIEW

Exempt per California Environmental Act (CEQA) Guideline, Section 15061(b)(3)

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it Currently Budgeted? Yes

Where is it Budgeted? Town Clerk's Election Budget

Is it Mandatory or Discretionary? Discretionary

Is there a Staff Resource Impact? Yes

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Indirectly

If yes, Identify Strategic Goal and Objective. **Engaged Residents:** The Town embraces our residents' commitment to community as seen through volunteerism, civic engagement, and public participation that enhances the quality of life in Yountville.

Briefly Explain Relationship to Strategic Plan Goal and Objective. Town Council is being responsive to request from a group of citizens that believe an issue of this significance should be determined by the residents/voters of the community.

ALTERNATIVES

Town Council could decide to approve a Cannabis Retail Business Ordinance at a future meeting without placing item on the November 2020 ballot.

Town Council could decide to consolidate the two proposed measures into one, or to proceed with only one of the two measures.

Town Council could take no action on this item.

RECOMMENDATION

Receive staff report and direct questions to staff.

Receive public comment.

Conduct Council discussion on proposed Ordinances.

This is a Town Council policy determination as to whether the issue is appropriate to place on the November 2020 ballot, and whether to place this issue on the ballot as one or two ballot measures. Staff notes that doing so provides clarity as to the outcome and next action steps if the initiative were to either pass or fail.

Town of Yountville
Ordinance Number 20-[XXXX]

AN ORDINANCE OF THE PEOPLE OF THE TOWN OF YOUNTVILLE ADDING SECTIONS 5.04.310 AND 5.04.320 OF ARTICLE 8 OF CHAPTER 5.04 OF TITLE 5 ESTABLISHING A GENERAL BUSINESS LICENSE TAX ON CANNABIS RETAIL BUSINESSES

NOW THEREFORE, THE PEOPLE OF THE TOWN OF YOUNTVILLE HEREBY ORDAIN AS FOLLOWS:

SECTION 1. CODE AMENDMENT: Article 8 of Chapter 5.04 of Title 5 of the Yountville Municipal Code is hereby added to read as follows:

Article 8. Cannabis Business License Tax

5.04.310 Purpose.

- A. This ordinance is intended to achieve the following purposes, among others, and shall be interpreted to accomplish such purposes:
 - 1. Impose a tax on the privilege of conducting commercial cannabis activity in the Town of Yountville to the extent authorized by and in accordance with law.
 - 2. Impose a general tax that generates revenue that may be used by the Town for any lawful purpose including, but not limited to, general Town services, public safety, road and transportation purposes, and parks and recreation.
 - 3. Specify the type of tax and rate of tax applicable to commercial cannabis activity in the Town of Yountville.
- B. This Article is enacted solely to raise revenue and not for regulation. It is not a sales and use tax, a tax on income, a transient occupancy tax, utility user tax, or a tax on real property, and does not change any obligations under those taxes. It shall apply to all persons engaged in commercial cannabis activity in the Town. The tax imposed by this article is a general tax under Articles XIII A and XIII C of the California Constitution.
- C. No payment of any tax required under this section shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this section implies or authorizes that any activity connected with the cultivation, possession or provision of cannabis is legal unless otherwise authorized and allowed by the State of California and permitted by the Town. This Article is in addition to any other requirements set forth in the Yountville Municipal Code and not intended to exempt, substitute, or replace any other requirements necessary for a cannabis retail business to legally operate in the Town.

5.04.320 Cannabis business license tax.

- A. There is hereby imposed at a rate to be established from time to time by resolution of the Town Council an annual tax for on all adult use commercial cannabis activity permitted under chapter 9.30 of this code. The tax for commercial cannabis activity under this section

shall be imposed with respect to the gross receipts of such businesses up to a maximum of three percent (3%) of the business' gross receipts.

- B. The tax imposed by this article is intended to and shall apply only to those portions of the gross receipts which are attributable to the business activity carried on within the Town. In any case where business activities are conducted both inside and outside the Town, the business may upon written application to the Finance Director request the apportionment of those gross receipts which are attributable to business activity within the Town and those portions of those gross receipts which are wholly, or partially, exempt from taxation as not being attributable to business activity carried on within the Town. In making such application, the Finance Director may require, and the business shall be responsible for providing, any business records necessary to determine a fair and equitable apportionment. Any apportionment established shall be reviewed annually by the Finance Director before the renewal of such license.
- C. The Town Council may by resolution, in its discretion, implement a tax rate lower than the maximum rate established in subsection (a) of this section for all persons engaged in a cannabis retail business, or establish differing tax rates for each of different categories of cannabis retail business activity. The Town Council may, by resolution, also decrease or increase any such tax rate from time to time, provided that the tax rate shall not, at any time, be above the maximum tax rate established in subsection (a) of this section.
- D. For purposes of this section, the following terms have the following meanings:
 - 1. "Gross receipts" has the same meaning as the meaning ascribed to it in Revenue and Taxation Code section 6012.
 - 2. "Cannabis retail business" has the same meaning as the meaning ascribed to it in Section 9.30.020 of this Code.
 - 3. "Reporting period" means a year, quarter or calendar month, as determined by the tax collector.
- E. The cannabis business license tax is subject to all provisions of Chapter 5.04 of this Code, including, but not limited to, the process for collection of business license tax described in Article 6 and enforcement and penalties under Article 7, to the extent not inconsistent with the provisions herein.

SECTION 2. Amendment: This Ordinance may be amended from time to time by the Town Council without a vote of the People. Notwithstanding the foregoing, voter approval is required for any amendment that would increase, within the meaning of Government Code section 53750(h), the tax rate beyond the maximum rates authorized by this Ordinance.

SECTION 3. CEQA: This measure to be submitted to the voters adopts a general tax on cannabis retail businesses. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment. Prior to commencement of any project that may result from the expenditure

of revenues from this Ordinance, any necessary environmental review required by CEQA shall be completed.

SECTION 4. Severability: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional.

SECTION 5. Effective Date: This ordinance shall not take effect until ten days after the certification of its approval by a majority vote (50% + 1) of the electorate voting at the general election to be held on November 3, 2020 under Elections Code sections 9217 and 9222.

SECTION 6. Adoption: Notwithstanding Section 5 of this Ordinance, this Ordinance shall only take effect if Ordinance Number 20-xxxx regarding cannabis retail businesses is approved by a majority vote (50% + 1) of the electorate voting at the general election to be held on November 3, 2020.

SECTION 7. Certification: The Mayor shall sign and the Town Clerk shall attest to the passage of this Ordinance upon certification by the Town Council of the results of the election approving this Ordinance.

I hereby certify that the foregoing ordinance was duly adopted by a majority of the voters of the Town of Yountville casting votes on the question in the election held on November 3, 2020:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, CMC
Town Clerk

Town of Yountville

Ordinance Number 20-[XXXX]

AN ORDINANCE OF THE PEOPLE OF THE TOWN OF YOUNTVILLE AMENDING CHAPTER 9.30 OF TITLE 9 AND ADDING CHAPTER 17.62 OF TITLE 17 OF THE YOUNTVILLE MUNICIPAL CODE REGARDING CANNABIS RETAIL BUSINESSES

NOW THEREFORE, THE PEOPLE OF THE TOWN OF YOUNTVILLE HEREBY ORDAIN AS FOLLOWS:

SECTION 1. CODE AMENDMENT: With the exception of Sections 9.30.050 and 9.30.060, which are hereby unchanged and renumbered to Sections 9.30.040 and 9.30.160, respectively, Chapter 9.30 of Title 9 of the Yountville Municipal Code is hereby amended to read as follows:

9.30.010 Purpose.

The purpose of this chapter is to regulate all commercial cannabis activity in the Town of Yountville to the extent authorized by and in accordance with law, including, without limitation, to provide for the licensure and regulation of cannabis retail businesses within the Town of Yountville.

9.30.020 Definitions.

As used in this chapter, the following meanings shall apply unless the context clearly indicates a contrary intent:

The following words and terms shall have the meanings ascribed to them in Business and Professions Code section 26001 as that statute may be amended or renumbered from time to time: “cannabis,” “cannabis accessories,” “cannabis products,” “commercial cannabis activity,” “cultivation,” “delivery,” “distribution,” “license,” “live plants,” “operation,” “person,” “premises,” “sell,” “sale,” “to sell.”

“Accessory structure” means a legal and permitted building that is completely detached from a private home. An accessory structure shall comply with this code, the California Building Code, and have a complete roof enclosure supported by walls extending from the ground to the roof, and a foundation, slab or equivalent base. An accessory structure shall be secure against unauthorized entry and shall be accessible only through one or more lockable doors. The walls and roofs of an accessory structure must be constructed of solid materials not easily broken through. Exterior walls must be constructed with non-transparent material.

“Cannabis retail business(es)” means any business and its premises from which adult use cannabis and/or adult use cannabis products are offered for sale, onsite consumption, and/or delivery that is licensed pursuant to applicable provisions of State law and this chapter.

“Commercial cannabis permit” means a permit issued pursuant to the provisions of this chapter.

“Day care” means a State-authorized facility serving children (operated per the California Child Day Care Facilities Act), in which such care is conducted as a business.

“Director” means the Planning and Building Director or designee.

“Group home” means a facility regulated and licensed by a Federal and/or State agency. Unlicensed facilities shall not constitute group homes.

“Interested party” means any of the following:

- A. Any person with an aggregate ownership interest, other than a security interest, lien, or encumbrance, of at least 10 percent of the cannabis retail business;
- B. Partners, officers, directors, and stockholders of every corporation, limited liability company, joint venture, or general or limited partnership that own at least 10 percent of the cannabis retail business or that is one of the partners in the cannabis retail business;
- C. The manager(s) of the cannabis retail business; and
- D. Employees and agents of the cannabis retail business.

“Manager” means a person with responsibility for the establishment, registration, supervision, or oversight of the operation of a cannabis retail business, including, but not limited to, a person who performs the functions of a board member, director, officer, owner, operating officer, or manager of the cannabis retail business.

“Primary residence” means the place where a person, by custom and practice, makes his or her principal domicile and address and to which the person intends to return following any temporary absence, such as a vacation. Residence is evidenced by actual daily physical presence, use and occupancy of the primary residence, and the use of the residential address for domestic purposes, such as, but not limited to, preparation of and eating of meals, regular mail delivery, and vehicle and voter registration.

“Private home” means a house, an apartment unit, a manufactured home, or other similar dwelling.

“Private residence” means a detached residential dwelling that is lawfully used as a residence.

“Responsible party” means one or more individuals who have an ownership interest in a cannabis retail business and are designated to be personally responsible for compliance with all terms and conditions of the commercial cannabis permit, all other permits required by the Town, and all ordinances and regulations of the Town. Any person having an ownership interest of more than fifty percent in a cannabis retail business shall be designated a responsible party on the application. If no individual owns more than fifty percent of a cannabis retail business, the individual owning the largest share shall be a responsible party, and if multiple individuals have the same percentage interest, each one shall be a responsible party. More than one individual can be designated a responsible party.

“Town Manager” means the Town Manager or his or her designee.

“Youth center” means a public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations

or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

9.30.030 Compliance with State and local law.

Except as expressly provided by State law and this chapter, all commercial cannabis activity is prohibited in the Town regardless of any licenses issued under State law.

- A. Cannabis retail businesses shall operate in conformance with all regulations and standards set forth in State law and this chapter. No person shall open or operate a cannabis retail business without possessing a commercial cannabis permit issued by the Town, a conditional use permit for use of the property as a cannabis retail business, and a license issued by the State.
- B. Prior to beginning operations in the Town, the cannabis retail business shall submit to the Town Manager a copy of all state licenses required for its operation.

9.30.050 Permit applications.

- A. A person may apply for a commercial cannabis permit by submitting an application to the Town during an application period designated by resolution of the Town Council. Each person may submit only one application during a designated application period. The application shall be on a form approved by the Town Manager, and shall include:
 - 1. A non-refundable application fee, as determined by resolution of the Town Council.
 - 2. **Application Information.**
 - i. The printed full name, signature, date of birth and present address and telephone number of all interested parties for the cannabis retail business, and designation of responsible parties.
 - ii. A primary physical and mailing address, if different, for notices and other mailed information.
 - iii. The names and addresses of all cannabis retail businesses operated by responsible parties for the five years preceding the date of the application.
 - iv. Any litigation, or settled claims not litigated, interested parties have been involved in during the five years preceding the date of the application, and a statement of whether any business currently operated by an interested party or operated by an interested party in the five years preceding the date of the application has been investigated or the permit or license authorizing the operation of such business has been revoked or suspended.
 - v. Live Scan for each interested party that was conducted within 14 days of the application's submission.
 - vi. The name and telephone number of an emergency contact available at all times. The emergency contact must reside within a one-hour drive of the cannabis retail business.

- vii. A certification, under penalty of perjury, that the information in the application is true and correct and that no person listed in the application, as applicant, or as owner, director, officer, or board member of the applicant, has been convicted of a felony.

3. Business Site Information.

- i. **Floor Plan.** A scaled floor plan for each level of each building that makes up the business site, including the entrances, exits, walls, cannabis storage areas and customer-access areas. The floor plan shall distinguish locations where onsite consumption of cannabis and/or cannabis products will occur if permitted.
 - ii. **Site Plan.** A scaled site plan, including all buildings, structures, driveways, parking lots, landscape areas, and boundaries.
 - iii. **Property Owner's Consent.** Evidence of the legal right to occupy and to use the proposed location for a cannabis retail business.
- 4. Odor Control Plan.** Proposed odor control devices and techniques to prevent odors from cannabis and cannabis products from being detectable off-premises.

5. Business Operations Information.

- i. **Business Plan.** A plan describing how the cannabis retail business will operate in accordance with this code, State law, and other applicable laws and regulations. The business plan must include the following:
 - 1. Hours of operation;
 - 2. Intended secondary commercial use for the space; and
 - 3. Record-keeping procedures
- ii. **Community Relations Plan.** A plan describing outreach and communications with the surrounding community, including the neighborhood and businesses, and a designated contact person responsible for implementing the plan.
- iii. **Community Benefits Plan.** A plan describing community benefits the business intends to provide to the surrounding community.
- iv. **Neighborhood Responsibility Plan.** A plan to address potential effects of a cannabis retail business on the surrounding neighborhood area.
- v. **Inventory Control Procedures.** Procedures for inventory control including prevention of diversion of cannabis and cannabis products, employee screening, securing and storage of cannabis and cannabis products, personnel policies, and record-keeping procedures.
- vi. **Tax Compliance.** A current copy of the responsible party's Town business license tax certificate, state sales tax seller's permit, and responsible party or parties' most recent year's financial statement and tax returns, as applicable.
- vii. **Insurance.** Proof of insurance, as required by Section 9.30.090(G).

6. **Security Plan.** An operations and security plan in conformance with Section 9.30.100.
 7. **Indemnification.** An agreement, on a form provided by the Town Manager, whereby the responsible party defends, indemnifies and holds harmless the Town.
 8. **Certification.** A statement in writing by the responsible party that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.
- B. In addition to any other reason that may be established by the Town Council, an application shall be automatically disqualified if:
1. The application is incomplete, filed late, or is not responsive to the requirements of this chapter.
 2. The application contains false or misleading statements or an omission of any material fact.
 3. The operation of the business site described in the application fails to comply with any of the requirements in this code, State law, or any other regulation.
 4. An interested party has been convicted of an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made.
 5. The proposed location for the cannabis retail business is within 300 feet of Yountville Community Park, Yountville Community Church, St. Joan of Arc Church, or any school providing instruction in kindergarten or grades 1 through 12, day care center or youth center that is in existence at the time the application is submitted, measured in a straight line from the closest property line of the school, day care center or youth center to the closest point of the premises where the cannabis retail business is proposed.
 6. An interested party has operated a cannabis retail business within the five years immediately preceding the date of the application which has had a State or local license revoked.
 7. The application does not include a secondary commercial use in addition to retail sale of cannabis and cannabis products.
 8. The application does not permit onsite consumption of cannabis in compliance with Business and Professions Code section 26200.
 9. Operation of the proposed site for the cannabis retail business, as represented in the application, is a threat to the public health, safety, or welfare.
- C. The Town Manager shall rank applications by the following criteria and shall, thereafter, report to the Town Council the ranking of each application:
1. **Community Benefit.** Applicants' commitment to Town demonstrated through local hiring and community support.

2. Equity and Labor. Applicants' commitment to equity ownership and competitive compensation in comparison to other mainstream commercial businesses.
 3. Messaging. Applicants' commitment to responsible messaging practices.
 4. Control of Business Location. Applicants' control of a site to ensure a successful and timely transition from being awarded a license to opening the business.
 5. Financial Investment. Applicants' plans and capital to support a vibrant business within the Town.
- D. The Town Council may issue one commercial cannabis permit to the highest ranked applicant. The Town Council may choose to not offer a commercial cannabis permit to an applicant if it makes any of the following findings:
1. The highest ranked application(s) does not provide substantial benefits to Town residents;
 2. The highest ranked application(s) will be detrimental to other uses in the surrounding area;
 3. The highest ranked application(s) is incompatible with the character of the location the cannabis retail business is proposed in; or
 4. The highest ranked application(s) may directly or indirectly create or exacerbate nuisance conditions, as defined by Yountville Municipal Code Chapter 9.32.
- E. The responsible party or parties selected shall have the opportunity to apply for a use permit as outlined in Chapter 17.62.
- F. A commercial cannabis permit shall expire twelve months after the date of issuance. A responsible party as to the commercial cannabis permit may apply for a renewal prior to expiration in accordance with this chapter.

9.30.060 Permit renewal.

- A. An application for renewal of a commercial cannabis permit shall be filed at least 60 days before the permit expiration date. The renewal application shall be filed on a form approved by the Town Manager, and shall include a renewal application fee, if such fee is adopted by resolution of the Town Council.
- B. The Town Manager shall grant or deny renewal applications in writing and, if the renewal application is denied, shall specify the reasons for denial. The Town Manager shall only approve a renewal permit if he or she makes the following findings, which the applicant has the burden to satisfy by substantial evidence:
1. The cannabis retail business has substantially complied with the business operations information as described in Section 9.30.050(A)(5);
 2. The cannabis retail business provides substantial benefits to Town residents;
 3. The cannabis retail business has not been detrimental to other uses in the surrounding area; and
 4. The cannabis retail business has not directly or indirectly created or exacerbated nuisance conditions, as defined by Yountville Municipal Code Chapter 9.32.

- C. A renewal application of a commercial cannabis permit shall be rejected if any of the following exists:
1. The commercial cannabis permit is revoked before renewal.
 2. The cannabis retail business has not timely paid cannabis business license tax pursuant to Section 5.04.310 of this Code.
 3. The responsible party conducted unpermitted commercial cannabis activity in the Town at any time preceding the renewal application.
 4. Any of the grounds for denying a permit application, as described in Section 9.30.050(B).
 5. The cannabis retail business, or any interested party as to that business, has violated any of the terms, conditions or provisions of this chapter, of State law, of any regulations or rules established pursuant to State Law, any applicable rules or regulations adopted under this chapter or this code, or any conditions on the commercial cannabis permit or conditional use permit authorizing the cannabis retail business.
 6. The Town Manager does not make the findings required by Section 9.30.060(B).
- D. A renewal application of a commercial cannabis permit may be rejected if any of the following exists:
1. The commercial cannabis permit is suspended at the time of renewal.
 2. The renewal application is filed late.
 3. The cannabis retail business, or any interested party as to that business, has received an administrative citation for violating any provision of this Code related to its commercial cannabis activities in the Town during the last twelve months, and the administrative citation has not been resolved in the responsible party's favor by the date of the renewal application.
 4. The cannabis retail business has not been in regular and continuous operation in the three months prior to the date of submission of the renewal application.
- E. If a timely and complete application for renewal is filed, the permit's expiration shall be stayed until a decision on the renewal application is issued.

9.30.70 Permit suspension or revocation.

- A. A commercial cannabis permit may be suspended or revoked if the permit meets one or more of the circumstances upon which a commercial cannabis permit application or renewal application could be or must be denied, as described in Sections 9.30.050(B) and 9.30.060(C), (D).
- B. The Town Manager has discretion to choose the appropriate administrative action based on the severity and regularity of the violations. The Town Manager shall provide notice of the revocation or suspension in writing. The notice shall describe the reason for suspension or revocation and the process to appeal the determination.
- C. Pursuant to Business and Professions Code Section 26200(c), the Town Manager shall promptly notify the Bureau of Cannabis Control within the Department of Consumer Affairs

upon the Town's revocation of any local license, permit, or authorization for a state licensee to engage in commercial cannabis activity within the Town.

9.30.080 Appeal.

- A. The following decisions are not appealable:
 - 1. Disqualification of an application pursuant to Section 9.30.050(D).
 - 2. Points awarded pursuant to the merit-based point system adopted by resolution of the Town Council.
- B. The following decisions may be appealed to the Town Council:
 - 1. Rejection of a renewal application.
 - 2. Rejection of out-of-Town delivery permit application.
 - 3. Suspension of commercial cannabis permit
 - 4. Suspension of out-of-Town delivery permit.
 - 5. Revocation of commercial cannabis permit
 - 6. Revocation of out-of-Town delivery permit.
- C. Appeals shall follow the procedures set forth in Section 1.30.010 of this Code. If the appeal includes a notice of violation, abatement order, and/or fines and/or penalties issued under chapter 8.05 of this code, the Town Council may choose to consolidate appeals in a single hearing pursuant to this section.

9.30.090 Operating requirements.

The following operating requirements shall apply to any cannabis retail business operating in the Town:

- A. No cannabis or cannabis products shall be visible from the exterior of the building. No outdoor storage of cannabis or cannabis products is permitted.
- B. Cannabis retail businesses shall utilize a point-of-sale tracking system to track and report on all aspects of business, including, but not limited to, cannabis tracking, inventory data, and gross sales (by weight and by sale) and shall ensure that such information is compatible with the Town's record-keeping systems. The system must be able to produce historical transactional data for review by the Town.
- C. Persons under the age of 21 years shall not be allowed on the premises of a cannabis retail business and shall not be allowed to purchase cannabis or cannabis products.
- D. Cannabis retail businesses shall not employ persons under 21 years of age.
- E. Cannabis retail businesses shall use odor control systems to ensure that cannabis odors are not detectable off-premises. Odor control systems shall include, but are not limited to, ventilation and exhaust systems.
- F. Cannabis retail businesses shall post the original copy of their commercial cannabis permit in a location readily-visible to the public.
- G. Cannabis retail businesses shall maintain a comprehensive general liability combined single occurrence insurance policy issued by an "A" rated insurance carrier in an amount

no less than five million dollars (\$5,000,000) with primary coverage, naming the Town of Yountville as additional insured.

- H. All delivery, loading and unloading areas shall be within a secured area.
- I. Employees of cannabis retail businesses shall be paid in lawful money of the United States as hourly or salaried employees of the business and all federal, state, and local laws pertaining to employees shall be followed including, but not limited to, workers' compensation laws.
- J. Cannabis retail businesses shall update the Town at least once per month if there are any changes to the information submitted as part of the application pursuant to Section 9.30.050.
- K. Cannabis retail businesses shall substantially comply with the business plan, community relations plan, community benefits plan and neighborhood responsibilities plan submitted to the Town with the application pursuant to Section 9.30.050. The cannabis retail business may submit a request, in writing, to the Town Manager to amend such plans.
- L. Conditions placed on the conditional use permit issued for the property are also conditions of the commercial cannabis permit.
- M. The Town Manager may adopt regulations imposing additional requirements on cannabis retail businesses, including the maximum amount of cannabis and cannabis products allowed on the site, the number and type of equipment allowed, and security measures.

9.30.100 Security measures.

- A. Cannabis retail businesses shall implement security measures to:
 - 1. Deter and prevent unauthorized entrance into areas containing cannabis or cannabis products and theft of cannabis or cannabis products.
 - 2. Protect customers and the public from potential harms associated with the cannabis retail business.
- B. The Town Manager may promulgate specific security measures to implement the requirements of subsection A.
- C. Cannabis retail businesses shall notify the Town Manager within 24 hours of discovering any of the following:
 - 1. Significant discrepancies identified during inventory.
 - 2. Diversion, theft, loss, or any other criminal activity involving the cannabis retail business or any agent or employee of the cannabis retail business.
 - 3. The loss or unauthorized alteration of records related to cannabis, or employees or agents of the cannabis retail business.
 - 4. Any other breach of security.
- D. The Town Manager and any other Town employee charged with enforcing provisions of the Town Municipal Code, may enter the location of a cannabis retail business at any time during regular hours of operation without notice and inspect the location as well as recordings and records maintained pursuant to this chapter or State law. No person shall

refuse to allow, impede, obstruct, or interfere with an inspection, or the review of the copying of records including, but not limited to the concealment, destruction, or falsification of any recordings or records.

9.30.110 Onsite consumption.

- A. Consumption of cannabis on the premises of the cannabis retail business is permitted only if:
 - 1. Access to the area where cannabis consumption is proposed is restricted to persons 21 years or older, and can only be accessed by persons who have made an appointment with the cannabis retail business at least 24 hours in advance;
 - 2. Cannabis consumption is not visible from any public place or nonage-restricted area; and
 - 3. Sale or consumption of alcohol or tobacco is prohibited on the premises.
- B. Cannabis retail businesses shall create an appointment system for customers to schedule a time period for onsite consumption. Customers must make an appointment with the cannabis retail business prior to onsite consumption of cannabis. Such appointments shall be no longer than 60 minutes, and customers may attend no more than one appointment per day.

9.30.120 Records and reporting.

- A. Cannabis retail businesses shall maintain the following records in physical format for at least three years on the business site, and shall produce them to the Town within 24 hours of receipt of a request from the Town:
 - 1. The name, address, and telephone numbers of the owner and landlord of the property.
 - 2. The name, date of birth, address, and telephone number of each manager and staff of the cannabis retail business; the date each was hired; and the nature of each manager's and staff's participation in the cannabis retail business.
 - 3. A written accounting of all income and expenditures of the cannabis retail business, including, but not limited to, cash and in-kind transactions.
 - 4. A copy of the cannabis retail business's commercial general liability insurance policy and all other insurance policies related to the business.
 - 5. A copy of the cannabis retail business's most recent year's financial statement and tax return.
 - 6. An inventory record documenting the dates and amounts of cannabis and cannabis products received at the business site, the daily amounts of cannabis and cannabis products stored on the site, and the daily amounts of cannabis and cannabis products sold from the site.
- B. The cannabis retail business shall report any loss, damage, or destruction of these records to the Town Manager within twenty-four hours of the loss, damage, or destruction.

9.30.130 Regulations and fees.

The Town Council or designee may establish all regulations necessary to implement the requirements and fulfill the policies of this chapter related to Cannabis retail businesses. This may include formulation of a points-based system to rank commercial cannabis permit applications, based on the criteria described in Section 9.30.050(C).

- A. Regulations shall be published on the Town's website.
- B. Regulations promulgated by the Town Council or designee shall have the same force and effect of law and become effective upon date of approval.

The Town Council may, by resolution, adopt such fees as are necessary to implement this chapter with respect to the application and qualification for, and the selection, future selection, investigation, process, issuance, renewal, revocation and suspension of commercial cannabis permits.

9.30.140 Limitations on Town liability.

The Town shall not be liable for issuing, or failing to issue, suspending, revoking or failing to renew a commercial cannabis permit pursuant to this chapter or otherwise approving or disapproving the operation of any cannabis retail business pursuant to this chapter.

9.30.150 Assignment prohibited.

- A. No person shall operate a cannabis retail business under a commercial cannabis permit issued pursuant to this chapter at any place or location other than that identified on the permit.
- B. No person shall transfer ownership or control of a commercial cannabis permit issued pursuant to this chapter, and/or a cannabis retail business licensed under this chapter, unless and until that person first obtains the consent of the Town Manager and the proposed transferee submits all required application materials, pays all applicable fees and charges, and independently meets the requirements of this chapter such as to be entitled to the issuance of an original commercial cannabis permit.
- C. Any attempt to transfer or any transfer of a commercial cannabis permit issued pursuant to this chapter is hereby declared void and the commercial cannabis permit deemed immediately revoked and no longer of any force or effect.

9.30.170 Violations.

- A. A violation of any provision of this chapter shall be subject to administrative enforcement under Chapter 8.05 of this code in addition to any other enforcement remedies available under law and this code.
- B. A violation of any provision of this chapter shall constitute a public nuisance which may be abated and/or enjoined pursuant to law and this code.
- C. Each responsible party as to a cannabis retail business shall be jointly and severally liable for all violations of State laws or of regulations and ordinances of the Town, whether committed by the permittee or an employee or agent of the permittee.
- D. Notwithstanding any other provision of this code, no conduct which is protected from criminal liability pursuant to State or Federal law shall be made criminal by this code.

SECTION 2. CODE AMENDMENT: Chapter 17.62 of Title 16 of the Yountville Municipal Code is hereby added to read as follows:

17.62.010 Purpose and application.

17.62.020 Requirements.

17.62.030 Uses requiring a use permit.

17.62.040 General conditions.

17.62.050 Criteria for a use permit.

17.62.010 Purpose and application.

The purpose of this section is to protect the public health, safety, and welfare, enact strong and effective regulatory and enforcement controls in compliance with state law, protect neighborhood character, and minimize potential for negative impacts on people, communities, and the environment within the Town by establishing land use requirements and development standards for cannabis retail businesses. Cannabis retail businesses, as defined in chapter 9.30, include locations where adult use cannabis and/or adult use cannabis products are offered for sale and/or onsite consumption and which are licensed pursuant to the provisions of State law and chapter 9.30. Therefore, this section recognizes that cannabis retail businesses require land use controls due to state legal constraints on cannabis activity, and the potential environmental and social impacts associated with cannabis retail businesses. Nothing in this section is intended to affect or alter federal law, which identifies marijuana (cannabis) as a Schedule I controlled substance.

17.62.020 Requirements.

- A. No person or entity shall operate or conduct a cannabis retail business without first obtaining both a commercial cannabis permit from the Town pursuant to Chapter 9.30 and a use permit from the Town pursuant to this chapter. Any use permit authorizing a cannabis retail business pursuant to this chapter shall be conditioned on the holder obtaining and maintaining a Town commercial cannabis permit and the appropriate state license for the activity.
- B. No person shall have any entitlement or vested right to operate a cannabis retail business solely by virtue of licensing under these regulations. Operation of a cannabis retail business requires both the approval of a conditional use permit and a commercial cannabis permit under Chapter 9.30, which is a revocable privilege and not a right in the Town. The applicant bears the burden of proving that all qualifications for licensure have been satisfied and continuously maintained prior to operating or conducting a cannabis retail business at an otherwise allowed location within the Town.
- C. A conditional use permit application shall include all information required for a commercial cannabis permit application pursuant to Section 9.30.060.

17.62.030 Uses requiring a use permit.

Cannabis retail businesses shall be allowed in areas demarcated with CAN, Cannabis overlay zoning subject to a use permit as provided in Chapter 17.156 and this chapter.

17.62.040 General conditions.

The following conditions shall be required for all use permits issued for a cannabis retail business on land designated as CAN, Cannabis:

- A. Obtaining and maintaining a commercial cannabis permit under chapter 9.30 and appropriate state license.
- B. Operating in substantial compliance with the application materials submitted pursuant to section 9.30.050 of this code.
- C. No cannabis retail business may be located on a property that directly abuts a residential zoning district, except that a cannabis retail business may be located on a property directly abutting the rear yard of a private residence.
- D. No cannabis retail business may be within 300 feet of Yountville Community Park, Yountville Community Church, St. Joan of Arc Church, or any school providing instruction in kindergarten or grades 1 through 12, day care center or youth center that is in existence at the time the commercial cannabis permit application is submitted, measured in a straight line from the closest property line of the school, day care center or youth center to the closest point of the premises where the cannabis retail business is proposed.
- E. Payment of applicable current and future state and local taxes and all applicable commercial cannabis fees and related penalties established by the Town.
- F. Prohibition of the possession, storage, sale, distribution or consumption of alcoholic beverages on the premises, or the holding of license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages, or operating a business that sells alcoholic beverages on or adjacent to the cannabis retail business.
- G. No cannabis, cannabis products, or cannabis accessories may be displayed in windows or visible from the public right-of-way or from places accessible to the general public.
- H. Prohibition of minors and persons under the age of twenty-one on the premises, even if accompanied by a parent or guardian.
- I. Prohibition on outdoor storage of cannabis or cannabis products.
- J. Any other development and operational standards as the Town Council deems necessary or appropriate for the cannabis retail business under consideration, provided that such conditions do not conflict with operational requirements applicable pursuant to other provisions of this Code. The Town Council may, regardless of what commercial cannabis activity is permitted by a commercial cannabis permit under Chapter 9.30, limit a commercial cannabis business to one or more of the following activities: sale, on-site consumption, or delivery of cannabis in any form.

17.62.050 Criteria for a use permit.

In addition to the findings listed in Section 17.156.020, the Town Council, after a public hearing, shall make the following findings before granting a use permit for a proposed use in the overlay designation CAN, Cannabis:

- A. The proposed use provides benefit to residents;

- B. The proposed use will not be environmentally detrimental to existing or potential commercial and residential uses in the surrounding area;
- C. The street network is suitable and adequate to carry projected traffic that is generated by the proposed use;
- D. The design of the structure or structures is compatible with the character of the Town; and
- E. The existing or proposed utility, police and fire services are adequate to serve the proposed use.

SECTION 3. Amendment: This Ordinance may be amended from time to time by the Town Council without a vote of the People.

SECTION 4. CEQA: The Town Council has considered all of the evidence in the record, including the staff reports, the testimony received during the meeting on the matter held by the Town Council, and hereby determines that this Ordinance is exempt from review under the California Environmental Quality Act (CEQA). Pursuant to section 15061(b)(3) of the CEQA Guidelines, CEQA applies only to projects which have the potential for causing a significant effect on the environment. This Ordinance will not result in a significant foreseeable environmental impact.

SECTION 5. Severability: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional.

SECTION 6. Effective Date: This ordinance shall not take effect until ten days after the certification of its approval by a majority vote (50% + 1) of the electorate voting at the general election to be held on November 3, 2020 under Elections Code sections 9217 and 9222.

SECTION 7. Certification: The Mayor shall sign and the Town Clerk shall attest to the passage of this Ordinance upon certification by the Town Council of the results of the election approving this Ordinance.

I hereby certify that the foregoing ordinance was duly adopted by a majority of the voters of the Town of Yountville casting votes on the question in the election held on November 3, 2020:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, CMC
Town Clerk



Staff Report

File #: 20-2548, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020

TO: Mayor and Town Council

FROM: John Ferons; Deputy Public Works Director

TITLE

Consider Adoption of Resolution Number 20-3985 Authorizing the Town Manager, on behalf of the Town, to sign the necessary documents to purchase real property located at 6470 Washington Street, APN 036-090-021 and for a temporary construction easement for the Hopper Creek Pedestrian Path (PK-0003) Segment from Oak Circle to Mission Street.

DISCUSSION/BACKGROUND

As a part of its General Plan, the Town has been working on the long-term goal of establishing a continuous Pedestrian Path along Hopper Creek. A number of segments have been built to date, but the segment from Oak Circle Park to Mission Street remains unconstructed. This segment is located along Hopper Creek beginning at Oak Circle Park traveling south to Mission Street. This segment will connect the previously completed Hopper Creek Pedestrian Path segments at each end.

This segment is proposed as Capital Improvement Project PK-0003, Hopper Creek Path, Oak Circle to Mission Street. The project will construct a multi-use pedestrian path from Oak Circle Park on the east side of the creek with a bridge spanning +/-80 feet to the west side of the creek to the rear of the Ad Hoc/Addendum property. It would then run south +/- 400 feet along the rear of the Ad Hoc and West America Bank properties terminating at Mission Street. The design will consist of a pre-fabricated pedestrian bridge connecting the existing path in the park to a +/- 8-foot wide colored concrete path, matching the style of other existing Hopper Creek segments in Town.

The current project was approved by Council in the FY 2019/2020 CIP Budget allocating local funds for the environmental/design/property phase of the project. The Town has received state transportation funds for the construction phase of the project. The environmental/design/property phase proceeded and at the November 5, 2019 Town Council Meeting, Council approved Resolution Number 19-3592, adopting a CEQA Negative Declaration approving the Hopper Creek Multi-Use Pedestrian Path Project (PK-0003), also approving the design plans and authorizing the staff to solicit bids after the construction funds have been secured. Those State Transportation Improvement Program (STIP) construction funds have been requested by Town staff and are anticipated to be authorized at the upcoming California Transportation Commission's regularly scheduled meeting in May.

An outstanding, critical path item for the project is to complete the acquisition of the necessary property rights for the alignment of the path. The project is located on both public and private lands and as such requires three permanent easements from private properties; Ad Hoc Restaurant along the rear of the parcel, Rancho

de Napa for the Mission Street crossing, and West America Bank also along the rear of the parcel. Ad Hoc Restaurant, as a part of its use permit amendment, was conditioned to grant an easement for the project which was recorded in September 2019. Rancho de Napa Mobile Home Park has also granted their easement to the Town which was recorded in July 2019. Acquisition of the West America Bank piece, also known as the Maxwell Property, remains to be completed.

The Town began working with the property owner discussing options such as an easement or purchase of land in fee title. To facilitate this process as required by property acquisition regulations and grant funding rules, the Town hired a right-of-way consultant, Interwest Real Property Group, as a third party property agent, to manage the prescribed process a local agency must follow when seeking to acquire property rights from a private property owner. Interwest's services include providing an appraisal report, an appraisal peer review, determining just compensation (fair market value), and negotiating with the property owner. After securing a preliminary title report for the property, meeting with the Maxwell's and their representation, explaining the project, and negotiating the acquisition, it became apparent that acquiring the rights for a public access easement would not be possible. The property owner is not willing to provide a public access easement to the Town for the purposes of the path.

Therefore, the concept for the acquisition was switched from the Town acquiring an easement to the Town purchasing the land outright as Fee Title. While this would require an increase in the square footage of land to be acquired, it would provide a better result for all parties concerned and helps to avoid a cumbersome, expensive eminent domain process.

In addition to permanent access needs, the Town also needs to acquire a Temporary Construction Easement (TCE) on the Maxwell parcel to provide space to physically construct the path. The TCE will provide access for the contractor to construct the path over a defined length of time, then it will expire, returning the space to the owner for their regular use.

Finally, the acquisition of the land also requires the purchase of any improvements that are constructed or located on the area to be acquired. In this case those improvements consist of an existing fence, decorative landscaping and a small portion of the paved parking lot.

Interwest proceeded on the Town's behalf, pursuing acquisition of the +/- 5,640 square foot fee title, the +/- 1,398 square foot temporary construction easement and the valuation of any improvements within the area to be acquired. A property appraisal was prepared to determine the fair market value of the purchase. That appraisal was then subject to a peer review to assure an appropriate valuation of the real property. For further reference, public works staff compared the price per square foot of this acquisition (+/- \$50/sq ft) with other recent acquisitions in the City of Napa. Our price was determined to be a mid-range value where in downtown Napa the price per square foot can be double (\$100/sq ft). Therefore, our number is generally reasonable and within a likely range of values.

The resulting determination of just compensation for the acquisition described above is as follows:

Fee Acquisition, 5,640 sq ft:	\$282,000
Temporary Construction Easement, 1,398 sq ft, 18-months:	\$ 1,040
<u>Existing Improvements, Fence, Landscaping, Paving:</u>	<u>\$ 1,000</u>
Total	\$284,040

The result of the fee title acquisition instead of an easement acquisition is a net increase in cost of +/- \$204,000. The cost for the TCE and existing improvements remains the same in either scenario.

While there is a net increase in anticipated costs for the property acquisition, the CIP budget for this project has adequate funds to accommodate the increase. The budget was structured to support the phased nature

of the project, meaning \$550,000 of local funds were allocated for the FY19/20 environmental/design/property phase of the project and \$500,000 of State Transportation Program funds are being allocated for the FY20/21 construction phase of the project.

At present the FY19/20, PK-0003 Hopper Creek Path CIP has a local fund balance of +/- \$400,000 which is adequate to cover this proposed \$284,040 acquisition. The scheduled FY20/21 STIP allocation from the state is an amount up to +/- \$500,000 which is adequate to cover the estimated +/- \$360,000 construction cost.

Adoption of the proposed resolution will authorize the Town Manager to purchase real property and a temporary construction easement located at 6470 Washington Street, APN 036-090-021 as needed for the Hopper Creek Path, Oak Circle to Mission St. Capital Improvement Project (PK-0003).

To date the Town has spent +/- \$140,000 on the project's CEQA environmental determination including its various studies, civil, geotechnical & structural engineering design and regulatory permitting costs. If the Town is unable to complete the acquisition of the necessary property rights that prior effort, the effort to get the STIP Grant and the actual \$500,000 in grant funds will be forfeited.

ENVIRONMENTAL REVIEW

The proposed action is included in the Negative Declaration adopted at the November 5, 2019 Town Council Meeting via Resolution Number 19-3592.

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it Currently Budgeted? Yes

Where is it Budgeted? PK-0003; 50-6000-5400

Is it Mandatory or Discretionary? Discretionary

Is there a Staff Resource Impact? No

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. **Exceptional Town Services and Staff:** The Town supports its talented staff who deliver high quality municipal programs and services while maintaining public infrastructure for the benefit of the community. **Quality of Life:** The Town enhances the livability of Yountville by providing well-maintained public facilities, parks and trails, and quality programs and events.

Briefly Explain Relationship to Strategic Plan Goal and Objective. The acquisition of the subject property will allow completion of this segment of the Hopper Creek Path, fulfilling a goal in the Town's General Plan creating public infrastructure for the benefit of the community enhancing the livability of Yountville.

ALTERNATIVES

Reject the proposed Resolution and provide direction to staff.

Stop the project, forfeit the prior CEQA design and permitting for the project, and relinquish the \$500,000 grant for the construction of the path.

This Hopper Creek Path segment would remain incomplete and as outlined in the General Plan, left to be completed at a later date.

RECOMMENDATION

Receive staff report and direct questions to staff.

Receive public comment.

Conduct Council discussion on proposed Resolution.

Consider Adoption of Resolution Number 20-3985 Authorizing the Town Manager, on behalf of the Town, to sign the necessary documents to purchase real property located at 6470 Washington Street, APN 036-090-021 and for a temporary construction easement for the Hopper Creek Pedestrian Path (PK-0003) Segment from Oak Circle to Mission Street.

Town of Yountville

Resolution Number 20-3985

Authorizing the Town Manager, on behalf of the Town, to sign the necessary documents to purchase real property located at 6470 Washington Street, APN 036-090-021 and for a temporary construction easement for the Hopper Creek Pedestrian Path (PK-0003) Segment from Oak Circle to Mission Street.

Recitals

- A. As a part of its General Plan, the Town has been working on the long-term goal of establishing a continuous Pedestrian Path along Hopper Creek. Completion of the segment from Oak Circle Park to Mission Street will connect two previously completed Hopper Creek Pedestrian Path segments at either end.
- B. This segment is Capital Improvement Project PK-0003, Hopper Creek Path, Oak Circle to Mission Street which will construct a multi-use pedestrian path from Oak Circle Park on the east side of Hopper Creek with a bridge spanning +/-80 feet to the west side of the creek to the Ad Hoc/Addendum property then south +/- 400 feet along the rear of the Ad Hoc and West America Bank properties terminating at Mission Street.
- C. The project was approved in the FY 2019/2020 CIP Budget with local funds for the environmental/design/property phase of the project and state transportation funds for the construction phase of the project. On November 5, 2019 Town Council approved Resolution Number 19-3592, adopting a CEQA Negative Declaration approving the Hopper Creek Multi-Use Pedestrian Path Project (PK-0003), also approving the design plans and authorizing the staff to solicit bids after the construction funds have been secured. The State Transportation Improvement Program (STIP) construction funds are scheduled to be authorized by the California Transportation Commission's at a regularly scheduled meeting in May.
- D. The project is located on both public and private lands and as such requires three permanent easements from private properties; Ad Hoc Restaurant, Rancho de Napa and West America Bank. The Ad Hoc and Rancho de Napa easements were recorded in 2019 while acquisition of the West America Bank piece at 6470 Washington St, also known as the Maxwell Property, remains to be completed.
- E. For the Maxwell Property, it was determined that the Town would acquire the land needed for the project outright as Fee Title in lieu of a permanent access easement. In addition to the fee title purchase, the Town also needs to acquire a Temporary Construction Easement (TCE) on the Maxwell parcel and the acquisition of the land also requires the purchase of any improvements that exist on the area to be acquired.
- F. The Town hired a right-of-way consultant, Interwest Real Property Group as a third party property agent, to facilitate the process as required by property acquisition regulations and grant funding rules. Interwest negotiated on the Town's behalf for the acquisition of the +/- 5,640 square foot fee title, the +/- 1,398 square foot temporary construction easement and the valuation of existing improvements within the area to be acquired. A property appraisal was prepared to determine the fair market value of the purchase. That appraisal was then subject to a peer review to assure an appropriate valuation of the real property.
- G. The resulting determination of just compensation for the acquisition needed from the Maxwell property described above is \$284,040. The CIP budget for this project has

adequate funds to accommodate the increase. The FY19/20, PK-0003 Hopper Creek Path CIP has a local fund balance of +/- \$400,000 which is adequate to cover this proposed \$284,040 acquisition. The scheduled FY20/21 STIP allocation from the state is an amount up to +/- \$500,000 which is adequate to cover the estimated +/- \$360,000 construction cost.

- H. This action is included in the Negative Declaration adopted at the November 5, 2019 Town Council Meeting via Resolution Number 19-3592.

Now therefore, the Town Council of the Town of Yountville does resolve as follows:

1. Adopts Resolution Authorizing the Town Manager, on behalf of the Town, to sign the necessary documents to purchase real property located at 6470 Washington Street, APN 036-090-021 and for a temporary construction easement for the Hopper Creek Pedestrian Path (PK-0003) Segment from Oak Circle to Mission Street.
2. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 5th day of May, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, CMC
Town Clerk



Staff Report

File #: 20-2485, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020
TO: Mayor and Town Council
FROM: Samantha Holland, Parks and Recreation Director

TITLE

Consider Adoption of Resolution Number 20-3986 Approving the Design and Acquisition of the Permanent Yountville Art Walk Sculpture in Recognition of Yountville Elementary School, Approving the Location of the Sculpture and Allocating \$10,000 in Funding.

DISCUSSION/BACKGROUND

With the upcoming closure of Yountville Elementary School, the school administration and Parent-Teacher Association reached out to Yountville Arts with the idea of placing a permanent piece of art on the Art Walk to memorialize the school. The Council received a presentation on January 7, 2020 and provided feedback to move forward with the project and create an Ad-Hoc Committee to explore design and a site for the sculpture.

The Ad-Hoc Committee was created and on January 21, 2020 the Council appointed Council Members Dorenbecher and Durham to the Committee. Yountville Arts appointed Ronda Schaer and Kimberly Cook and the school appointed Principal Tara Bianchi, Teacher Debbie Simpkins and past parent and community member Jennifer Carvalho to the Committee.

The Committee had three very productive meetings and brought forward a concept to the Yountville Arts Commission on March 2, 2020. The Commission provided valuable feedback to the draft design and approved with the changes discussed. The concept was updated again and brought back to the design presented before you tonight to the Yountville Arts Commission on April 7, 2020. The Commission voted unanimously to approve the design before you for approval tonight.

Before the Council tonight is a design concept for the sculpture, a site recommendation and a request for funding. The concept is comprised of book sculpture by an artist well known to the Yountville Art Walk, Richard Starks.

The book is representative of the school and academics and the handprints that adorn the walls of the school from graduating classes dating back many years. We have heard from many community members, alumni and current students and staff the importance and significance of those handprints. We will receive the sculpture with the front "pages" of the book left untreated and ready for powder coating in a parchment color. The rest of the sculpture would be treated to progress the rusted finish that will be the cover of the book. Once the sculpture pages are powder coated, the handprints will be installed, lettering placed and a final sealant placed on the pages.

Along with the sculpture, we are working on the interpretive panel that would be placed near the sculpture installation. The panel would describe the history of the school, the significance of the handprints and if sited at Town Hall, the connection to it being one of the original Yountville Schools. We have had the actual handprints captured by a professional photographer and will incorporate some of those images into the design. The interpretive panel content is being worked on by Town staff, representatives from the school and local historians.

The location of the installation is proposed to be in front of Town Hall on the empty art pad adjacent to Yount Street. The site was chosen by the Ad-Hoc as Town Hall was originally Yountville Elementary School and is adjacent to the current school. Although the sculpture would become part of the Town's permanent collection, the sculpture could always be moved in the future pending the development of the school site or as the Council directs.

The cost estimates for the project will not exceed \$19,000. This includes the sculpture, powder coating, supplies and materials for the handprint portion, artist stipend for assistance and guidance for the handprints and the interpretive panel. We are in the process of working on a plan for facilitating the handprints and finishes of the project if approved by the Council.

The Yountville Elementary School PTA has committed \$5,000 to the project. The Yountville Kiwanis Club raised \$3,250 for the project. Yountville Arts approved using \$1,500 of the Art Funds in the Town of Yountville Community Foundation - Art Fund. While the original intent was to fundraise for the majority of the remaining balance, the climate has changed quite a bit since the project planning began. With the COVID-19 Pandemic, we anticipate that businesses and families are not in the financial position to contribute as they may have been otherwise. Town staff are continuing to look for alternative funding and donations. As such, staff is asking the Town Council to approve allocation of funding not to exceed \$10,000 from General Fund 1015 - Community Promotions and Programs and if required, funds would be transferred from the Town Manager Contingency to fund the project as it was not an expected project at the time of budget development.

We are asking the Town Council to take action tonight on the following:

1. Approving the sculpture concept and directing staff and Ad-Hoc Committee Members to move forward with the commissioning of the project.
2. Approving the sculpture to be located as indicated in front of Town Hall or identifying another site as directed by the Town Council.
3. Approving not to exceed funding of \$10,000 towards the project from General Fund 1015 - Community Promotions and Programs.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it Currently Budgeted? No

Where is it Budgeted? Community Promotions and Programs

Is it Mandatory or Discretionary? Discretionary

Is there a Staff Resource Impact? Nominal

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Indirectly

If yes, Identify Strategic Goal and Objective. **Engaged Residents:** The Town embraces our residents' commitment to community as seen through volunteerism, civic engagement, and public participation that enhances the quality of life in Yountville. **Quality of Life:** The Town enhances the livability of Yountville by providing well-maintained public facilities, parks, and trails, and quality programs and events.

Briefly Explain Relationship to Strategic Plan Goal and Objective. By helping to facilitate this project, the Town is engaging its residents in the process and helping to recognize the significance of the school to the Town's history and fabric. Regardless of how the campus site evolves, the Town will have a permanent space to remember the school and its lasting impacts on the Town.

ALTERNATIVES

1. Do not approve the sculpture concept.
2. Provide feedback and guidance to direct the Ad-Hoc Committee and staff on changes to be brought back at a later date for potential Council review and approval.
3. Do not approve Town Hall location but identify another location as determined by Town Council.
4. Do not approve \$10,000 in funding and identify a different amount as determined by Town Council.

RECOMMENDATION

1. Receive staff report and direct questions to staff.
2. Receive public comment.
3. Conduct Council discussion on the Yountville Elementary School Recognition Sculpture design, location and funding allocation.
4. Consider Adoption of Resolution Number 20-3986 Approving the Design and Acquisition of the Permanent Yountville Art Walk Sculpture in Recognition of Yountville Elementary School, Approving the Location of the Sculpture and Allocating \$10,000 in Funding.

Town of Yountville

Resolution Number 20-3986

Approving the Design and Acquisition of the Permanent Yountville Art Walk Sculpture in Recognition of Yountville Elementary School, Approving the Location of the Sculpture and Allocating not to exceed funding of \$10,000

Recitals

- A. The Napa Valley Unified School District (NVUSD) has announced the permanent closure of Yountville Elementary School at the end of the June 2020. With the upcoming closure of Yountville Elementary School, the school administration and Parent-Teacher Association reached out to Yountville Arts with the idea of placing a permanent piece of art on the Art Walk to memorialize the school.
- B. Per Town Council policies, the Town Council approval is required for all permanent sculpture installations.
- C. The Council received a presentation on January 7, 2020 and provided feedback to move forward with the project and create an Ad-Hoc Committee to explore design and a site for the sculpture.
- D. The Ad-Hoc Committee was created and on January 21, 2020 the Council appointed Council Members Dorenbecher and Durham to the Committee. Yountville Arts appointed Ronda Schaer and Kimberly Cook and the school appointed Principal Tara Bianchi, Teacher Debbie Simpkins and past parent and community member Jennifer Carvalho to the Committee.
- E. The Committee had three productive meetings and brought forward a concept to the Yountville Arts Commission on March 2, 2020. The Commission provided valuable feedback to the draft design. A revised concept was brought forward to the Yountville Arts Commission at the April 6, 2020 meeting and was approved unanimously.
- F. The concept is comprised of a sculpture of an open book designed by artist Richard Starks. The sculpture will be completed with additional powder coating, handprints and lettering. The importance and significance of the handprints is key to project as it resembles the handprints from each graduating class that have adorned the exterior walls of the school for decades.
- G. Along with the sculpture, the Ad Hoc Committee is working on an interpretive panel that would be placed near the sculpture installation. The panel would describe the history of the school, the significance of the handprints and if sited at Town Hall, the connection to it being one of the original Yountville Schools. The actual handprints captured by a professional photographer to incorporate some of those images into the design. The interpretive panel content is being worked on collaboratively by Town staff, representatives from the school and local historians.
- H. The Ad Hoc Committee recommendation is to locate the permanent sculpture on the vacant pad in front of Town Hall in recognition that Town Hall was previously home to Yountville Elementary School and is on the National Historic Register.
- I. The Town Council had previously indicated that it would support making a financial contribution to the sculpture project and a not to exceed amount of \$10,000 is requested to contribute to funding already provided by the Yountville PTA, Yountville Arts Fund and Yountville Kiwanis Club.

Now therefore, the Town Council of the Town of Yountville does resolve as follows:

1. Approve the design concept for the sculpture as outlined in the recitals and staff report.
2. Approve locating the permanent sculpture on the vacant pad in front of Town Hall.
3. Approve funding in an amount not to exceed \$10,000 towards the project from General Fund 1015 – Community Promotions and Programs.
4. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 5th day of May, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, CMC
Town Clerk

BOOK SCULPTURE DESIGN

BY: Richard Starks

Front Pad, Yount Street, Town Hall

51" Tall x 71" wide



- Book Pages will be powder coated in a parchment colored paint
- Handprints of outgoing students and staff will be placed in primary colors on the “pages”
- Exposed metal areas will be treated to rust quickly and be left natural
- Book spine to be lettered (Yountville Elementary School)
- Top of Pages to have lettering (TBD)
- To the side an interpretive panel will be placed giving the history and relevance of the sculpture, the school and include photographs of the handprints that inspired the design. Final design in process.

COST ESTIMATES

Sculpture: \$ 15,420 with tax and delivery

Paint and Materials: \$1,500

Interpretive Panel: \$2,000

Total Estimate: \$18,920

FUNDING:

YES PTA: \$5,000

KIWANIS FUND A NEED: \$3,250

YOUNTVILLE ARTS: \$1,000

TOTAL: \$9,250

REQUEST FOR TOWN FUNDING NOT TO EXCEED \$10,000 as well as staffing support for the installation and site prep.



Staff Report

File #: 20-2536, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020

TO: Mayor and Town Council

FROM: Steve Rogers, Town Manager

TITLE

Consider appointment of a Yountville Representative to the Napa County Groundwater Sustainability Plan Advisory Committee.

DISCUSSION/BACKGROUND

The purpose of the Napa County Groundwater Sustainability Plan Advisory Committee is to advise the NCGSA Board of Directors on the preparation of a Groundwater Sustainability Plan (GSP) with policies and recommendations to manage the groundwater within the Napa Valley Sub-Basin to ensure its long-term protection and availability. Working with staff, consultants, and a facilitator in a public forum, the Committee will submit a recommended GSP to the Board of Directors for consideration no later than November 1, 2021.

The Committee shall meet monthly with dates and times to be determined at the first meeting, and may conduct special meetings on an on-call basis as needed, usually at the Board of Supervisors Chambers, 1195 Third Street, Napa, CA.

The Committee is comprised of 25 individuals representing the following qualifications:

- Cities and Town Representatives: Four (4) members recommended by the individual city or town councils (Calistoga, Napa, St. Helena, and Yountville) located within the sub-basin (no specialized or professional background is required);
- Napa Sanitation District Representative: One (1) member recommended by the Napa Sanitation District (no specialized or professional background is required);
- Surface Water Right Representatives: Two (2) members who own legal surface water rights along the Napa River within the sub-basin (no specialized or professional background is required);
- Public Water System Representatives: Two (2) members who own or operate legally entitled groundwater dependent public water systems within the sub-basin (no specialized or professional background is required);
- Groundwater Rights Representatives: Two (2) members who hold overlying groundwater rights within the sub-basin (no specialized or professional background is required);
- Agricultural Representatives: Five (5) members from the major industry organizations (no specialized or professional background is required).
- Environmental Representatives: Five (5) members from groups that promote the interests of

environmental uses of groundwater within the sub-basin (no specialized or professional background is required);

- Disadvantaged Communities Representatives: Two (2) members who are residents or owners within one of six disadvantaged communities located in the sub-basin designated by the Department of Water Resources (no specialized or professional background is required); and
- Public At Large Representatives: Two (2) members with a strong interest in managing groundwater for the public interest (no specialized or professional background is required).

The Napa County Media Release recruiting for the Napa County Groundwater Sustainability Plan Advisory Committee is attached for reference.

Staff is requesting the Town Council appoint the Public Works Director, Deputy Public Works Director, or a representative from the Town Council with one Alternate.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

Is there a Fiscal Impact? N/A

Is it Currently Budgeted? N/A

Where is it Budgeted? N/A

Is it Mandatory or Discretionary? N/A

Is there a Staff Resource Impact? N/A

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Indirectly

If yes, Identify Strategic Goal and Objective. **Visionary Leadership:** The Town's leadership maintains an open-minded, forward-thinking decision-making process. We value engagement and participation from all members of the community as we work together to create policies and plan for the future. **Exceptional Town Services and Staff:** The Town supports its talented staff who deliver high quality municipal programs and services while maintaining public infrastructure for the benefit of the community.

Briefly Explain Relationship to Strategic Plan Goal and Objective. Appointing a Town Staff Representative to the Advisory Committee will help to ensure Yountville is represented and that data applicable to Yountville will be included in the Draft Groundwater Sustainability Plan.

ALTERNATIVES

Appoint a Yountville Staff Representative in order to provide information on behalf of Yountville well owners and Town-owned well.

Should Council decide not to appoint a Yountville Staff Representative, it may have an unintended impact on Yountville well owners and the Town-owned well.

RECOMMENDATION

Receive staff report and direct questions to staff.

Receive public comment.

Conduct Council discussion on proposed appointment.

Consider appointment of a Yountville Staff Representative to the Napa County Groundwater Sustainability Plan Advisory Committee.



A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third St.
Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421
Fax: (707) 253-4176

Minh C. Tran
County Executive Officer

FOR IMMEDIATE RELEASE

April 27, 2020

Contact: Neha Hoskins, Secretary
Boards, Committees & Commissions
Email: neha.hoskins@countyofnapa.org
Phone: 707-253-4421

Applicants sought for Groundwater Sustainability Plan Advisory Committee (GSPAC)

NAPA – The Executive Director for the Napa County Groundwater Sustainability Agency (NCGSA) announces twenty-five (25) openings on the newly formed **Groundwater Sustainability Plan Advisory Committee** representing the following categories. The terms for all appointees shall expire on January 31, 2022.

- Four (4) members shall represent the three cities and town located within the sub-basin (Calistoga, St. Helena, Yountville and Napa);
- One (1) member shall represent the Napa Sanitation District;
- Two (2) members shall represent legal holders of surface water rights along the Napa River within the sub-basin;
- Two (2) members shall represent owners or operators of legally entitled groundwater dependent public water systems within the sub-basin;
- Two (2) members shall represent holders of overlying groundwater rights within the sub-basin;
- Five (5) members shall represent agricultural interests within the sub-basin;
- Five (5) members shall represent environmental users of groundwater within the sub-basin;
- Two (2) members shall represent disadvantaged communities located within the sub-basin; and
- Two (2) members shall represent the public at large.

Recruitments will remain opened until the vacancies are filled. The first review of applications will be on April 20, 2020.

Commission Purpose: To advise the NCGSA Board of Directors on the preparation of a Groundwater Sustainability Plan (GSP), with policies and recommendations to manage the groundwater within the Napa Valley Sub-Basin to ensure its long-term protection and availability. Working with staff, consultants, and a facilitator in a public forum, the Committee will submit a recommended GSP to the Board of Directors for consideration no later than November 1, 2021.

The Committee shall meet monthly with dates and times to be determined at the first meeting, and may conduct special meetings on an on-call basis as needed, usually at the Board of Supervisors Chambers, 1195 Third Street, Napa, CA.

Qualifications:

- Cities and Town Representatives: Four (4) members recommended by the individual city or town councils (Calistoga, Napa, St. Helena, and Yountville) located within the sub-basin (no specialized or professional background is required);
- Napa Sanitation District Representative: One (1) member recommended by the Napa Sanitation District (no specialized or professional background is required);
- Surface Water Right Representatives: Two (2) members who own legal surface water rights along the Napa River within the sub-basin (no specialized or professional background is required);
- Public Water System Representatives: Two (2) members who own or operate legally entitled groundwater dependent public water systems within the sub-basin (no specialized or professional background is required);
- Groundwater Rights Representatives: Two (2) members who hold overlying groundwater rights within the sub-basin (no specialized or professional background is required);
- Agricultural Representatives: Five (5) members from the major industry organizations (no specialized or professional background is required).
- Environmental Representatives: Five (5) members from groups that promote the interests of environmental uses of groundwater within the sub-basin (no specialized or professional background is required);
- Disadvantaged Communities Representatives: Two (2) members who are residents or owners within one of six disadvantaged communities located in the sub-basin designated by the Department of Water Resources (no specialized or professional background is required); and
- Public At Large Representatives: Two (2) members with a strong interest in managing groundwater for the public interest (no specialized or professional background is required).

For an interactive map showing both the boundaries of both the groundwater sub-basin and the disadvantaged communities, please go to the following webpage:

<https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#boundaries>.

For a map showing the boundaries of the groundwater sub-basin and the major road networks, so that you can determine whether you live or own land with the sub-basin, please go to the following webpage: [Basic PBES Map](#)

Anyone interested in consideration for appointment must submit an application form. Application forms are available at the County Executive Office, 1195 Third Street, Suite 310, Napa, CA 94559, telephone (707) 253-4421 or online at <https://www.countyofnapa.org/1420/Committees-Commissions>. When you are on the webpage, scroll down to the heading “**Apply**” then click on “Application Form.” *The Board of Supervisors and staff of Napa County are dedicated to preserving and sustaining Napa County for present and future generations as a community with generous open space, a thriving agricultural industry and a quality human and natural environment. Visit us on the Web at www.countyofnapa.org*



Staff Report

File #: 20-2554, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020
TO: Mayor and Town Council
FROM: Steven R. Rogers, Town Manager

TITLE

Consider Adoption of Resolution Number 20-3987 Approving a Settlement Agreement and Parking Lease with Restoration Hardware.

DISCUSSION/BACKGROUND

On January 13, 2020, the Town issued Restoration Hardware ("RH") a Notice of Violation/Abatement Order and Imposition of Administrative Penalty for violations of the municipal code (the "Notice of Violation"). A copy of the Notice of Violation is available for public inspection from the Town Clerk. Following issuance of the Notice of Violation, RH entered into discussions with the Town regarding how to cure the municipal code violations identified in the Notice of Violation which resulted in two proposed agreements:

1. A Settlement Agreement and Release which requires RH to pay the Town \$75,000 in four equal quarterly payments of \$18,750; requires compliance with an Employee Parking Management Plan meeting the requirements of the Yountville Municipal Code and the land use approvals for the site; and requires consideration of an amendment to the Master Use Permit increasing the number of seats by eight upon approval of the amendment and an additional eight upon completion of the construction of parking spaces under the Parking Lease, discussed below.
2. A Parking Lease which requires RH to construct 23 parking spaces for use by RH employees and 21 parking spaces for use by the public, adjacent to Washington Street between the intersections of Washington Street and Lincoln Avenue and Washington Street and Jackson Street, and leases the real property, owned by the Town, to RH for an initial term of 15 years; requires RH to pay Town \$33,493 no later than January 1, 2021 and \$66,986 no later than January 1, 2021 and on each January 1 thereafter for the duration of the lease; adjusts the annual payment on January 1, 2021 and each subsequent January 1 thereafter for the duration of the lease by the Consumer Price Index (CPI) for All Urban Consumers for the San Francisco Area; requires the parking spaces be constructed within 120 days following the Town's issuance of all permits therefor, plans and specifications for which must be submitted to the Town within 30 days of the effective date of the lease; and requires the Town's consent for assignment of the lease except to an affiliated company or to a buyer of the business and real property. The Parking Lease becomes effective, and the deadlines therein are triggered, when the amendment to the use permit under the Settlement Agreement and Release is used but will be tolled if and for the duration of any appeal or court action related to the amendment.

Copies of the Settlement Agreement and Release and Parking Lease are included with the resolution

accompanying this staff report.

ENVIRONMENTAL REVIEW

Exempt per CEQA Guidelines Section 15061(b)(3). To the extent this is deemed a project under CEQA, it is categorically exempt per CEQA Guidelines Sections 15303 (New Construction or Conversion of Small Structures), 15304 (Minor Alterations to Land), 15311 (Accessory Structures), 15321 (Enforcement Actions by Regulatory Agencies), and 15322 (In-Fill Development Projects).

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it Currently Budgeted? Yes

Where is it Budgeted? N/A

Is it Mandatory or Discretionary? Discretionary

Is there a Staff Resource Impact? Nominal

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. **Quality of Life:** The Town enhances the livability of Yountville by providing well-maintained public facilities, parks, and trails, and quality programs and events.

Briefly Explain Relationship to Strategic Plan Goal and Objective. The Settlement Agreement and Release and Parking Lease cure municipal code violations and increase public parking spaces in Town.

ALTERNATIVES

Amend the Agreements prior to approval.

Do not approve the agreements.

Provide different or additional direction to staff.

RECOMMENDATION

Receive staff report and direct questions to staff.

Receive public comment.

Conduct Council discussion on proposed Resolution.

Adopt Resolution Number 20-3987 Approving a Settlement Agreement and Parking Lease with Restoration Hardware.

Town of Yountville

Resolution Number 20-3987

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YOUNTVILLE APPROVING A SETTLEMENT AGREEMENT AND PARKING LEASE WITH RESTORATION HARDWARE

Recitals

- A. On January 10, 2020, the Town issued Restoration Hardware a Notice of Violation/Abatement Order and Imposition of Administrative Penalty for violations of the municipal code, a copy of which is available for public inspection from the Town Clerk (the "Notice of Violation"); and
- B. Following issuance of the Notice of Violation, Restoration Hardware entered into discussions with the Town regarding how to sure the municipal code violations identified in the Notice of Violation, which resulted in two proposed agreements: a Settlement and Release and a Parking Lease, copies of which are attached hereto as Exhibits A and B, respectively, and fully incorporated herein by this reference; and
- C. The Town Council now wishes to approve the Settlement Agreement and Release and the Parking Lease and authorize Town Staff to execute the same.

Now, therefore, the Town Council of the Town of Yountville does resolve as follows:

- 1. The Recital above are true and correct and fully incorporated herein.
- 2. The Settlement Agreement and Release and the Parking Lease are hereby approved.
- 3. The Town Manager is hereby authorized and directed to execute the Settlement Agreement and Release and the Parking Lease on behalf of the Town and take all other steps necessary or convenient to effectuate the approval granted hereby.
- 4. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a special meeting of the Town Council of the Town of Yountville, State of California, held on this 5th day of May, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, CMC
Town Clerk

EXHIBIT A

(Settlement Agreement and Release)

EXHIBIT B
(*Parking Lease*)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into as of May 5, 2020 (the "Effective Date") by and among the Town of Yountville, a municipal corporation organized under laws of the State of California (“Town”) and RH Yountville, Inc., a Delaware corporation (“RH”). The Town and RH are collectively referred to as the “Parties,” and each will individually be referred to as a “Party.”

RECITALS

A. RH operates a wine tasting and education room at 6711 Washington Street (APN 036-440-001; "Ma(i)sonry"), and a full-service restaurant at 6725 Washington Street (APN 036-032-008; "RH Gallery"). Ma(i)sonry and RH Gallery will be collectively referred to herein as the "RH Campus."

B. The uses and operations on the RH Campus are subject to a Master Development Plan, including a Master Use Permit, pursuant to various Town approvals, including Resolution Nos. 15-3264, 17-3433, and 18-3511, which are fully incorporated herein and collectively referred to as the "Master Development Plan".

C. Town sent a Notice of Violation / Abatement Order to RH, dated January 13, 2020, alleging that RH was not in compliance with the conditions of approval to its Master Development Plan relating to the number of employees and employee parking. This notice of violation, together with the Town's letters entitled Extension of Time to File Appeal of Notice of Violation / Abatement Order dated January 17, 2020 and Additional Extension of time to File Appeal of Notice of Violation/Abatement Order dated February 25, 2020, is fully incorporated herein and collectively referred to as the “Notice of Violation.”

D. Promptly after receiving the Notice of Violation, RH began, through a series of meetings and telephone calls with Town management and staff, to discuss a resolution to the issues raised in the Notice of Violation. Those discussions have been productive and led to this Agreement.

E. In connection with this Agreement, Town and RH recognize that changes to the current Employee Parking Management Program and associated Employee Parking Management Plan Confirmation of the Master Development Plan are necessary, and so, in addition to the Parking Lease as defined and detailed below, Town and RH have developed and agreed upon the interim parking plans further described in Section 6 below.

F. In connection with this Agreement, Town has offered to lease to RH certain real property located near the RH Campus, adjacent to Washington Street between the intersections of Washington Street and Lincoln Avenue and Washington and Jackson Streets (the “Parking Property”) for purposes of RH providing at its sole expense sufficient parking spaces for RH's employees, as well as 24 public parking spaces for the public to use for the adjacent Yountville Community Park (the "Parking Lease").

G. The Parking Lease will require RH to construct, at its sole expense, 47 parking spaces, including the 24 public parking spaces, and bear all costs of maintaining those parking spaces on the Parking Property at its sole expense, in addition to making annual payments of \$66,986.00 to Town, subject to annual increases.

H. In light of the substantial costs and liabilities related to RH's improvements to the Parking Property and the public benefit conferred by the creation of the 24 public parking spaces for access to Yountville Community Park and maintenance of such parking under the Parking Lease, RH has requested of Town a modification to its Master Use Permit which previously was approved under the Master Development Plan (the "Application", attached as Exhibit B) pursuant to YMC Section 17.156.050. The Planning Director has reviewed that Application and has stated staff's intention to approve that Application, subject to the Council's approval of this Agreement.

I. Accordingly, the Parties desire to resolve the issues raised in the Notice of Violation and all related issues on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Parking Lease. Concurrently with the Parties' execution of this Agreement, the Parties will execute and enter into the Parking Lease attached as Exhibit A ("Parking Lease"). The Parking Lease shall become effective upon the date of approval of the Application, as defined below, by the Planning Director; provided, however, that the date of approval shall be tolled if and for the duration of any appeal or court action related to the Application.
3. Application for Master Use Permit Modification. RH has requested that the Town modify its Master Use Permit, which is part of the Master Development Plan, pursuant to YMC Section 17.156.050 (the "Application"). Town acknowledges that the Planning Director has reviewed the Application and is prepared, upon Town Council's approval of this Agreement and in accordance with all applicable provisions of the YMC and state law, to issue a modification to the Master Use Permit as described in that Application. Within 30 days after the Effective Date, the Planning Director will issue the modification to the Master Use Permit described in the Application and in accordance with all applicable provisions of the YMC and state law.
4. Discretionary Actions. This Agreement is not intended to, and will not be construed to impair or constrain, Town's discretion or ability to comply with all applicable provisions of the YMC and state law in reviewing, considering, or acting on, the Application or any future application submitted by RH for a new use permit or an amendment to an existing use permit. Subject to the foregoing understanding, Town acknowledges that nothing in this Agreement precludes RH from challenging any action taken by Town or the Town Council on the Application.

5. Town Processing. This Agreement is contingent upon the Town conducting its governing procedures for the Application, including, but not limited to, proper compliance under the California Environmental Quality Act (CEQA) and regulations promulgated thereunder.

6. Interim Parking. During all periods prior to and during the construction of the improvements required under the Parking Lease, RH employee parking will be conducted in accordance with the Employee Parking Management Plan Confirmation dated April 30, 2020, which is fully incorporated herein and referred to as the "Employee Parking Management Plan Confirmation."

7. Settlement Payment. RH will pay to Town \$75,000.00 in four equal payments of \$18,750.00 as follows: the first payment is due on or before June 1, 2020; the second payment is due on or before September 1, 2020; the third payment is due on or before December 1, 2020; and the fourth payment is due on or before March 1, 2021. The Parties agree these amounts are the Town's reasonable estimate of all costs the Town has incurred in connection with the investigation, prosecution, and settlement of the Notice of Violation, including all work Town has performed in relation to this Agreement, and the negotiation, preparation and completion of the Notice of Violation and this Agreement.

8. Cooperation. The Parties will mutually cooperate with the other Party in connection with each of the obligations set forth in Sections 1 through 7 of this Agreement. Each Party will execute and deliver to the other Party all additional documents, instruments, and agreements required to take such additional actions as are required to implement the terms and conditions of this Agreement.

9. General Mutual Release. Each Party (including its present and former agents, members, employees, officers, directors, administrators, representatives, successors, transferees, licensees, assigns, and attorneys, and all those claiming by, through, under or in concert with any of them, either in their representative or individual capacities) fully and forever releases the other Party from all claims, obligations, debts, demands, or causes of action, arising from or relating to the Notice of Violation.

10. Waiver Of California Civil Code Section 1542. This Agreement is intended to be a full and unconditional settlement and compromise of all claims covered in Section 9. No claims are reserved. The Parties warrant and represent that they are fully aware that certain jurisdictions limit the general release of unknown claims, such as California, but that the Parties intend to waive such limitations to the fullest extent permitted by applicable law with respect to the releases herein. Accordingly, the Parties waive and relinquish every right or benefit that they have or might have under California Civil Code Section 1542 or any other similar or equivalent federal provision, other provision of California state law, provision of common law, or otherwise, to the fullest extent under any such law that the Parties may lawfully waive with regard to the scope of the releases herein. California Code Section 1542 provides:

A general release does not extend to claims that 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.

Having been so apprised, each of the Parties acknowledge that they are aware that they might later discover facts in addition to or different from those which they now know or believe to be true with respect to the claims covered in Section 9, but that it is their intention to release the matters within the scope of the releases herein, known or unknown, suspected or unsuspected, which now exist, might exist, or previously existed between the Parties with respect thereto. The Parties assume the risk of the facts turning out to be different, and understand and acknowledge that this Agreement will be in all respects effective and not subject to termination, rescission or modification by reason of any such change in facts.

11. Attorneys' Fees. In the event of any action or proceeding to interpret or compel compliance with, or for a breach of, any of the terms of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party its reasonable expenses incurred in connection with such action or proceeding including, without limitation, reasonable attorneys' fees.

12. Indemnification. To the fullest extent permitted by law, RH shall indemnify, hold harmless and defend Town, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses arising out of or in connection with Town's approval of this Agreement.

13. Integration. This Agreement represents the entire agreement and understanding between the Parties regarding the settlement of all disputes and claims alleged to occur before the execution of this Agreement, including those under the Notice of Violation, and supersedes all prior and contemporaneous discussions, representations, or negotiations, whether oral or written, regarding settlement of the aforesaid claims.

14. Governing Law and Venue. This Agreement was drafted, negotiated, and entered into exclusively within the State of California. This Agreement will be governed by the substantive laws of the State of California, without reference to choice of law principles. In any action, proceeding, claim, suit, or other challenge or dispute arising out of or related to this Agreement, venue shall be in the Superior Court of California for the County of Napa.

15. Dispute Resolution. In the event of any dispute between the Parties regarding or arising out of this Agreement, prior to the Parties submitting such dispute to mediation with Judicial Arbitration and Mediation Services ("JAMS"), and before commencing a civil action, the Parties will meet and confer, in good faith, with each other at least twice in order to seek an amicable, reasonable resolution to such dispute. If such resolution cannot be reached, the Parties agree to submit such dispute to mediation in Napa County and to split the cost thereof equally between them.

16. Successors and Assigns. This Agreement shall be binding on, and inure to the benefit of, the successors and assigns of any the Parties. RH and the Town may not assign any right, interest, or obligation under this Agreement, in whole or in part, to any other party without the written consent of the other Party.

17. Consultation with Counsel. The Parties acknowledge that they have had sufficient opportunity to consult counsel of their choosing in the negotiation and preparation of this Agreement, have carefully read this Agreement including all attachments and exhibits hereto and all documents incorporated herein by reference, and have voluntarily entered into this Agreement. The Parties further agree and acknowledge that they have both participated in the drafting of this Agreement and this Agreement shall be construed as a whole and strictly for or against either of the Parties.

18. Matters Not Covered. The Parties agree and acknowledge that nothing in this Agreement precludes the Town from prosecuting or enforcing, in any lawful manner, any violation of any provision of the Yountville Municipal Code or other law not within the scope of Sections 9 and 10 above, whether or not such violation occurred or allegedly occurred before or after the Effective Date, against RH or any other responsible party.

19. Waiver. No waiver by either of the Parties of any breach of any term or provision of this Agreement by the other Party will be deemed, nor will be, a waiver of any preceding, concurrent, or succeeding breach of the same or any other term or provision hereof.

20. Authority. Each Party warrants and represents that the signatories to this Agreement have the full power and authority to execute this Agreement on behalf of such Party and, upon execution and delivery of this Agreement by each Party as set forth below, such Party is fully bound by the provisions of this Agreement.

21. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall nevertheless remain in full force and effect without being impaired or invalidated in any way thereby. In such event, the Parties agree to meet and confer in good faith regarding appropriate means to replace as soon as practicable and to the fullest extent feasible those terms and provisions severed from this Agreement in order to achieve the original purposes of such terms and provisions in a manner that both concur are lawful.

22. Precedent Value. The Parties agree and acknowledge that neither this Agreement nor any term hereof shall be admissible or citable in any other or future suit, legal proceeding, or code enforcement proceeding, except in a proceeding to enforce or dispute this Agreement. This Agreement and its terms are non-precedential and shall not serve as a precedent or model for resolving any dispute, issue, principle, or proceeding, whether involving the Parties or other parties or entities.

23. Modification. No amendment or modification of the provisions of this Agreement will be valid and enforceable unless such amendment or modification is in writing and signed by all the Parties.

24. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and all of which, taken together, will constitute a binding settlement agreement on the part of each of the undersigned. Photocopies, PDFs, or faxed copies of original signature pages will have the same force and effect as original signature pages.

25. Any written notices to the Parties pursuant to this Agreement will be sent to the following persons and addresses:

TOWN:

The Town of Yountville
Attn: Steven R. Rogers, Town Manager
6516 Washington Street
Yountville, California 94599

With copy to:

Gary B. Bell
Yountville Town Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Dr., Ste. 140

RH:
Restoration Hardware, Inc.
15 Koch Road
Corte Madera CA 94925

Attn: CFO

With copy to:

Restoration Hardware, Inc.
15 Koch Road
Corte Madera CA 94925

Attn: Legal Department

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date:

RH YOUNTVILLE, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

TOWN OF YOUNTVILLE, a municipal corporation
organized under the laws of the State of California

By: _____
Name: _____
Its: _____

EXHIBIT A
Parking Lease

EXHIBIT B
Application for Master Use Permit Amendment

RH has requested that its Master Use Permit be modified pursuant to YMC Section 17.156.050, as summarized below:

1. To allow an additional 16 seats, indoors or outdoors, with 8 seats available for use immediately and 8 seats available for use: (i) upon completion of the construction and improvements required by the Parking Lease, and (ii) provided RH has not been issued a notice of violation, abatement order, and/or an administrative citation in good faith by the Town for a period of 6 months after the Effective Date.
2. To specify that RH may seek future amendments to the Master Use Permit regarding the number of seats up to the maximum allowed by available parking under the YMC.

LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") is executed on May 5, 2020, by and between **RH Yountville, Inc.**, a Delaware corporation (hereinafter "Tenant") and **Town of Yountville** (hereinafter "Town"). Town and RH are collectively referred to as the "Parties," and each will individually be referred to as a "Party."

RECITALS

WHEREAS, Tenant operates business at three locations in the Town of Yountville: (1) 6795 Washington Street, Building D, Suite 202 (the "RH Office") (APN 036-032-014); (2) 6711 Washington Street (the "Ma(i)sonry") (APN 036-440-001); and (3) 6725 Washington Street (the "RH Gallery") (APN 036-440-001) (collectively, "Tenant's Property");

WHEREAS, Tenant needs additional space to provide code required parking for its patrons and its employees that visit or work at Tenant's Property;

WHEREAS, Town owns that certain real property located adjacent to Washington Street between the intersections of Washington Street and Lincoln Avenue and Washington Street and Jackson Street, nearby to Tenant's Property, and more particularly described in the attached Exhibit A (the "Property");

WHEREAS, concurrently with this Lease, Tenant and Town have entered that certain Settlement Agreement dated May 5, 2020 (the "Settlement Agreement"), pursuant to which Tenant and Town resolved a notice of violation issued by the Town and addressed, among other things, terms and conditions relating to Tenant's use of parking spaces on the Property; and

WHEREAS, Town and Tenant wish to enter into this Lease for their mutual benefit.

AGREEMENT

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

1. Concurrently with the Parties' execution of this Lease, the Parties have entered into a Settlement Agreement and Release dated May 5, 2020 ("Agreement"). This Lease shall become effective on the date of approval of the Application, as defined in the Agreement, by the Planning Director; provided, however, that the date of approval shall be tolled if and for the duration of any appeal or court action related to the Application.

2. Tenant agrees to lease the Property for an initial term of fifteen (15) years ("Term"), commencing on the Effective Date of this Lease.

3. Upon the expiration of the initial 15-year term, Tenant has the option to renew this Lease for up to four (4) additional successive 10-year terms, subject to the terms of this Lease. If Tenant desires to extend the term of the Lease for an additional 10-year period, Tenant must give Town at least 60 days advance notice prior to the end of the current term (the "Extension Notice").

Tenant shall not have the option to renew this Lease beyond four (4) additional successive 10-year terms.

4. In consideration for the Lease, including extensions, Tenant agrees to:

a. Pay Town the lump sum of Thirty Three Thousand Four Hundred Ninety Three (\$33,493.00) on or before the later of (i) January 1, 2021 or (ii) the completion of the parking spaces improvements required by Sections 6 and 7 below.

b. Pay Town a lump sum of Sixty Six Thousand Nine Hundred Eighty Six Dollars (\$66,986.00) on or before January 1 of each year following the Effective Date, in accordance with the annual adjustments set forth in Section 5 (the "Lease Payment"). Commencing on the first 10-year extension, and on each renewal term thereafter, the Lease Payment may be adjusted by mutual agreement of Tenant and Town in writing, documented in a written amendment to this Lease. Upon Town's receipt of the Extension Notice, the parties shall negotiate toward establishing the new Lease Payment. If Town and Tenant have not reached such agreement within 120 days of the commencement of the new term, then Town and Tenant shall each hire their own professionally licensed MAI appraiser to provide their respective written opinions as to the new Lease Payment and those opinions shall be shared amongst the parties. If those appraiser opinions of the new Lease Payment are within 15% of each, the average of them shall be the new Lease Payment. If they are not within 15% of each other, then the parties shall hire a third professionally licensed MAI appraiser, paying the cost therefore equally, to review and weigh the prior two opinions, conduct such work as he or she deems necessary, and reach his or her own written opinion as to the new Lease Payment, which shall be conclusive and provided to the parties prior to the commencement date for the new Lease term.

c. Construct and bear all costs of maintaining the parking spaces on the Property as described in Section 6.

Except as expressly set forth in this Lease, Tenant shall not be responsible to pay or reimburse the Town for any of the Town's operating costs relating to the Property, including without limitation, real property taxes for the Property and the Town's insurance premiums for the Property; except that Tenant shall be responsible for any assessed possessory interest taxes.

5. The Lease Payment described in Section 4.b. shall be adjusted on January 1, 2021, and each subsequent January 1 thereafter, during the term of this Lease (each an "Adjustment Date") as follows:

The base for computing each annual adjustment is the Consumer Price Index for All Urban Consumers for the San Francisco Area published by the United States Department of Labor, Bureau of Labor Statistics ("Index"). The Beginning Index for the first Adjustment Date shall be the Index which is published for the third month preceding the Effective Date, and the Extension Index shall be the Index published for the third month preceding the first Adjustment Date ("Extension Index"). Thereafter, the Beginning Index shall be adjusted each year to the Index published three months before the prior Adjustment Date, and the Extension Index shall be the Index published three months prior to the current Adjustment Date, so that the adjustment in the Lease Payment shall equal the change in the Index between the prior year's Index and the current

year's Index. The new Lease Payment for each Adjustment Date for the period until the next Adjustment Date shall be set by multiplying the current Lease Payment by a fraction, the numerator of which is the current Extension Index and the denominator of which is the current Beginning Index. In no case shall the Lease Payment be less than 100% of the Lease Payment in effect immediately prior to the Adjustment Date, nor greater than 103% of the Lease Payment in effect immediately prior to the Adjustment Date.

If the Index is changed such that it differs from that used in the current Index, the Index used for adjusting the Lease Payment shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

6. Tenant agrees to construct as many parking spaces on the Property as reasonably determined by Tenant and reasonably approved by Town. Of the parking spaces constructed by Tenant, at least twenty three (23) parking spaces shall be identified with appropriate signage for restricted use by Tenant employees and at least twenty one (21) parking spaces shall be identified with appropriate signage for restricted use by the public, similar to the conceptual level design attached to this Lease as Exhibit B or as mutually agreed to by the parties through amendment to this Lease. The ultimate design shall be determined by the design team hired by Tenant and the final design must be reasonably approved by the Town, by applying its current standards for similar projects. Any such parking spaces must be constructed and maintained to Town's public work standards as applied to street parking along other streets adjacent to the Property and must include utility undergrounding, streetlights, sidewalks, and any other improvements necessary to improve the safety of the parking spaces for evening uses by Tenant customers and employees. All such improvements to develop the Property with parking spaces will be made entirely at Tenant's expense.

Tenant shall provide ongoing maintenance (such as litter removal, maintenance, lighting electricity costs, lighting maintenance, periodic micro-resurfacing and striping of the parking spaces at industry standard, etc.) of the Property as necessary in accordance with appropriate industry standard maintenance schedules and to the Town's reasonable satisfaction. Town shall advise Tenant in writing if it has concerns about the level and/or quality of Tenant's maintenance. Notwithstanding the foregoing, Town agrees that anytime it uses street sweepers to clean the streets adjacent to the Property, it will also sweep the Property if enough spaces are clear of vehicles to allow cleaning to be done safely.

7. Tenant and Town agree to the following schedule for construction of the parking spaces contemplated by Section 6:

a. No later than thirty (30) days after the Effective Date, Tenant shall submit complete plans and specifications for the construction in accordance with applicable laws;

b. No later than thirty (30) days after complete plans and specifications have been submitted to Town, Town shall issue all necessary permits and approvals for the construction;

c. No later than thirty (30) days after Town issues all necessary permits and approvals for the construction, Tenant shall commence construction thereunder; and

d. No later than ninety (90) days after Tenant commences construction, Tenant shall complete all construction. For purposes of this Section 7.d., "complete all construction" includes, but is not limited to, receiving all necessary final approvals from Town but excludes utility undergrounding work required by Section 6 above that must be completed by the utility. Notwithstanding the foregoing sentence, Tenant shall take all steps necessary to ensure utility undergrounding work is completed in an expeditious manner.

Provided Tenant has submitted complete plans and specifications within thirty (30) days of the Effective Date, Tenant and Town shall mutually agree in writing to modify the schedule in this Section 7 if Tenant is prohibited from performing hereunder due solely to a mandatory order or directive from any federal, state, or local government agency.

Tenant agrees and acknowledges that Sections 6 and 7 hereof shall be strictly adhered to. In the event Tenant breaches any provision of Sections 6 or 7, or fails to meet the schedule or any modifications thereto, Tenant shall pay to Town \$65,000 as liquidated damages, which the parties hereto agree and acknowledge as reasonable.

8. During the term of this Lease, Tenant shall use and occupy the Property only for parking by Tenant's customers and employees and for valet parking (the "Permitted Use"). Tenant shall not use or permit the Property to be used for any other purpose without the prior written consent of Town. On expiration of the final term of this Lease, Tenant shall return the Property to Town in good condition, reasonable wear and tear excepted, and with any permanent improvements made by Tenant in accordance with this Lease.

9. Tenant shall not do or permit anything to be done in or about the Property, other than the Permitted Use, that will in any way increase the existing rate of or affect any fire or other insurance upon the Property. Tenant shall not commit or allow to be committed any waste in or upon the Property. Tenant shall not conduct or permit to be conducted any sale by auction, in, upon or from the Property, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

10. A late charge of 6% of any Lease Payment, or any other required payment to Town under this Lease, shall be paid by Tenant if such payment is not paid to Town on or before the 10th business day after payment is due. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Town will incur by reason of late payment by Tenant. Acceptance of the late payment charge by Town shall not constitute a waiver of Tenant's default with respect to any Lease Payment still outstanding and overdue, or prevent Town from exercising any of the other rights and remedies available to Town. Lease Payments not received within 30 days after the due date shall accrue interest from the due date until paid at the then "prime rate" of interest announced from time to time by the Bank of America, N.A. plus 3% per annum, but in no event higher than the maximum rate permitted by law.

11. Tenant shall not, without Town's prior written approval, install or affix any lighting, shades, awnings, or decorations, signs, lettering, placards, or the like on any portion of the

Property; display or sell merchandise on, or otherwise obstruct, any area inside or outside the Property; cause or permit to be used any advertising, loudspeakers, unusually bright or flashing lights, and similar devices which may be seen or heard outside the Property unless approved in writing by Town.

12. Town covenants and agrees with Tenant that upon Tenant paying the Lease Payment and performing its other covenants under this Lease, Tenant shall have the quiet possession of the Property for the Term and applicable extensions as against any persons or entities lawfully claiming by, through or under Town. Town and Town's officers, employees, and agents shall at all reasonable times have the right to enter the Property for the purpose of inspecting the same, posting notices of non-responsibility or any other notices required by law for the protection of Town, doing any work that Town is permitted or required to perform under this Lease, and making any reasonable repairs which Town determines may be required under this Lease.

In conducting its activities on the Property as allowed in this Section 12, Town shall minimize the inconvenience, annoyance, or disturbance to Tenant. Provided that Town conducts its activities in a manner that minimizes interference with and inconvenience to Tenant, Town shall not be liable in any manner for any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Property, except to the extent such damages are caused by the negligent or intentional wrongful acts or omissions of Town or its authorized representatives. Tenant shall not be entitled to an abatement or reduction of Lease Payment if Town exercises any rights reserved in this Section 12 unless such interference results from the negligent or intentional wrongful acts or omissions of Town or its authorized representatives.

13. Tenant shall faithfully observe and comply with uniform rules and regulations adopted by the Town that are also applicable to and uniformly enforced at other parking spaces located within the Town. Such rules and regulations uniformly adopted and enforced by Town shall be binding upon Tenant upon delivery of a copy of them to Tenant.

14. Tenant is, and at all times shall remain, an independent contractor, solely responsible for all acts and omissions of its employees, agents and representatives, including any negligent acts or omissions. Tenant is not an agent of Town and shall have no authority to act on behalf of Town or to bind Town to any obligation whatsoever unless Town provides its prior written authorization to Tenant of such an obligation. Tenant is not an officer or employee of Town, and Tenant shall not be entitled to any benefit, right or compensation other than that as provided for in this Lease. This Lease is not intended to create any relationship between the parties other than that of landlord and tenant, and neither party shall represent to any third party that any relationship other than the foregoing exists.

15. Tenant shall not discriminate against any person in relation to Tenant's performance under this Lease (including any employee or applicant) on the basis of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

16. Tenant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly

stated in this Lease; provided, however, Tenant shall retain any rights to legal nonconforming uses that it has vested prior to the adoption of any new local laws.

17. Tenant shall, throughout the duration of this Lease, secure and maintain insurance to cover Tenant (including its agents, representatives, and employees) in connection with Tenant's performance under this Lease. This Lease identifies the required minimum levels of insurance coverage that Tenant shall obtain; however, Tenant may carry, at its own expense, any additional insurance it deems to be necessary or prudent. Prior to the commencement of any performance under this Lease, Tenant shall furnish to Town written proof of insurance (certificates and endorsements), in a form acceptable to Town. Upon request by Town, Tenant shall provide subsequent written proof of any insurance policy required by this Lease. Tenant shall maintain insurance that complies with the following requirements:

a. Workers' Compensation Insurance with statutory limits and employer's liability insurance with limits of not less than \$2,000,000.00 per accident.

b. Public Liability Insurance with coverage in the amount of \$2,000,000.00 for one person and \$2,000,000.00 for one accident with bodily injury and \$2,000,000.00 for property damage.

c. If Tenant is notified by an insurer that any of the foregoing policies will be cancelled, Tenant shall notify Town of such cancellation at least thirty (30) days before the effective date thereof, except cancellation for non-payment shall be provided on 10 days' advance notice. Tenant shall not reduce the insurance coverage amounts set forth in Sections 17.a. and 17.b. during the Term of this Lease and any successive 10-year term as provided herein.

d. All insurance companies providing coverage to Tenant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California and rated at least B+ under Best's Insurance Guide.

e. All of the insurance policies required to be obtained by Tenant under this Section 17 shall be with companies and policies whose form is satisfactory and acceptable to Town. Each policy shall designate Town as an additional named insured. Tenant shall provide Town with certificates of insurance (hereinafter "Certificates") issued by each of the insurance companies issuing any of the policies required pursuant to this Section 17. In the event Tenant fails to take out or maintain any of the insurance required pursuant to this Section 17, Town shall have the right to obtain said policies in form and with companies acceptable to Town, and to pay any premiums due thereon. The total amount of any insurance premiums paid by Town on Tenant's behalf shall be paid by Tenant to Town upon demand.

18. Town shall, at all times during the Term of this Lease, procure and continue in full force the following insurance:

a. Special causes of loss ("all-risk") insurance insuring Town against loss from physical damage to the Property, in an amount equal to the full replacement cost thereof; and

b. Commercial General Liability Insurance against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Property.

19. Tenant and Town waive and release any and all right of recovery, whether arising in contract or tort, against the other, including their respective representatives, arising during the Term or any extension period for any and all loss or damage to any property located within or constituting a part of the Property, which loss or damage arises from the perils that would be insured against under the insurance policies required under this lease (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance or self-insures the loss or damage) or which right of recovery arises from loss of earnings or rents resulting from loss or damage caused by such a peril. This mutual waiver is in addition to any other waiver or release contained in this Lease. Town and Tenant shall each have their insurance policies issued in such form as to waive any right of subrogation which might otherwise exist.

20. To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and defend Town, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Tenant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Tenant or any of its officers, employees, servants, agents, or contractors, in the use of the Property, the performance of this Lease, or its failure to comply with any of its obligations contained in this Lease, except to the extent such loss or damage as is caused by the sole negligence or willful misconduct of Town. Such costs and expenses shall include reasonable attorneys' fees due to counsel of Town's choice, expert fees and all other costs and fees of litigation.

21. Town agrees to indemnify, defend and hold Tenant, its officers, agents, and employees harmless from and against any and all claims and losses, costs or expenses to the extent arising from the gross negligence or willful misconduct of Town, its employees, agents or contractors and not covered by the insurance required to be carried by Tenant hereunder.

22. In the event that Tenant fails to comply with any provision of this Lease, Town shall provide Tenant written notice specifying the default, and providing Tenant ninety (90) days' notice to cure such default (provided, however, if any such default cannot be cured within such 90 day period, Tenant must have commenced cure within such 90 day period and diligently proceeded toward cure of such default). If, after the expiration of the 90 day notice period Tenant fails to have cured such default, and Tenant is not diligently proceeding with cure of such default for matters that cannot be cured within 90 days, then Tenant shall be determined to be in Default under this Lease. In the event of any such Default by Tenant, Town may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Town in the exercise of a right or remedy which Town may have by reason of such default or breach: (a) terminate Tenant's right to possession of the Property by written notice to Tenant, in which case this Lease shall terminate and Tenant shall surrender possession of the Property to Town in compliance with lawful notices of termination by Town or (b) Town may pursue any other remedy now or hereafter available to Town under the laws or judicial decisions of the State of California. In the event of termination, Town shall be entitled to recover from Tenant all damages incurred by Town by reason of Tenant's default, subject to Town's reasonable obligation to mitigate such damages.

Tenant acknowledges and agrees that failure to provide parking as required by the Yountville Municipal Code may result in administrative or other enforcement under the Yountville Municipal Code or other applicable law.

23. On or before June 30, 2020, Tenant shall provide Town a legal description prepared by a licensed land surveyor of the Property described in the attached Exhibit A. Town shall thereafter review such legal description and, if acceptable, shall approve such legal description, which approval shall not be unreasonably withheld. Town and Tenant agree that such legal description once approved by Town shall replace the previous description of the Property described in the attached Exhibit A for all purposes and intents of this Lease.

24. All notices that are required to be given by one party to the other under this Lease shall be in writing and shall be deemed to have been given on the date of receipt if delivered personally, or if mailed, the next business day after being deposited with a reputable overnight carrier, or two (2) business days after being deposited with the United States Post Office for delivery by registered or certified mail, addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

To Tenant:
RH Yountville, Inc.
15 Koch Road
Corte Madera, CA 94925
Attn: CFO

To Town:
Town of Yountville
Attn: Town Manager
6550 Yount Street
Yountville CA 94599

With a copy to:

Restoration Hardware, Inc.
15 Koch Road
Corte Madera, CA 94925
Attn: Legal Department

25. Tenant shall not have the right to assign, sublet, or otherwise transfer (collectively, "Transfer") this Lease in whole or in part without Town's prior written consent; provided, however, that (i) Tenant may transfer this Lease in whole or in part to an entity that controls, is controlled by, or is under common control with Tenant (an "Affiliate") or (ii) Tenant may transfer this Lease as part of the sale of Tenant's Property and the businesses upon it to a third party, upon written notice to Town but without Town's consent. In the event of any Transfer of this Lease as provided in romanettes (i) and (ii) of the prior sentence, Tenant shall deliver to Town written notice of such Transfer within thirty (30) days of such Transfer. In the event of any proposed Transfer of this Lease other than as provided in romanettes (i) and (ii) of the first sentence of this Section 25, Tenant shall deliver to Town a written request for consent to such assignment, and shall identify in such written notice the proposed transferee. The Town shall not unreasonably delay or condition its response to such a written request.

26. Tenant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq.,

("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Tenant shall defend, indemnify, and hold Town, its officers, agents, employees, volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure of Tenant to comply with the Prevailing Wage Laws in connection with work performed at the Property.

27. Should interpretation of this Lease or any portion thereof be necessary, it is deemed that this Lease was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Lease or caused it to be prepared.

28. Upon termination of this Lease, Town and Tenant agree that title to all improvements to the Property shall vest in Town and Town shall have sole title thereto. Notwithstanding the foregoing, all articles of personal property and all business and trade fixtures, machinery, and equipment owned by Tenant or installed by Tenant at its expense at the Property shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term or any extension thereof.

29. Town and Tenant agree to mediate any dispute or claim arising between them out of this Lease before resorting to arbitration or court action in relation to any such dispute or claim. Mediation fees, if any shall be divided evenly among the parties involved. If, for any dispute or claim to which this Section 29 applies, any party commences a court action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees in relation to the dispute or claim even if they would otherwise be available to that party in any such action.

30. Subject to Section 29, the prevailing party in any action under this Lease shall be entitled to recover its reasonable attorneys' fees and litigation costs from the other party.

31. This Lease and the Settlement Agreement together constitute the entire agreement regarding a lease of the Property of the parties hereto. This Lease shall not be amended in any way except by a writing signed, and acknowledged by both of the parties thereto.

32. If any provision of this Lease is held by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall be interpreted so as to best affect the reasonable intent of the parties hereto.

33. Each individual executing this Lease on behalf of Tenant or Town represents and warrants that they are duly authorized to execute and deliver this Lease on behalf of the applicable party, and that this Lease is binding upon such party.

34. This Lease shall not be recorded; provided, however, at any time either party may request that a Memorandum of Lease be recorded setting out the term of the Lease, the time period in which to exercise extensions of the Lease, and the obligation to pay the Lease Payment as calculated and adjusted under the Lease.

35. This Lease shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding arising under this Lease or the

performance thereof shall be heard in Napa County, California. Tenant and Town each waive any and all rights of removal to federal court in the event of litigation arising under this Lease.

IN WITNESS HEREOF, this Lease is duly executed as of the Effective Date:

RH YOUNTVILLE, INC.
A Delaware Corporation

TOWN OF YOUNTVILLE
A Municipal Corporation

By: _____

By: STEVEN ROGERS, Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

GARY B. BELL, Town Attorney

MICHELLE DAHME, Town Clerk

Exhibit A

The Property (Limited to Parking Spaces Identified Herein)

Exhibit B

Parking Space Conceptual Design



Staff Report

File #: 20-2531, **Version:** 1

Yountville Town Council Staff Report

DATE: May 5, 2020

TO: Mayor and Town Council

FROM: Joe Tagliaboschi, Public Works Director

TITLE

Bi- Annual Pavement Condition Index (PCI) Update.

DISCUSSION/BACKGROUND

The Town of Yountville currently maintains approximately 8.28 centerline miles of roads representing 1,396,420 square feet of pavement with an asset replacement value of approximately \$25,436,000 as calculated by StreetSaver®.

Quality Engineering Solutions Inc. (QES) has updated the Town's Pavement Management System using the Metropolitan Transportation Commission's (MTC) StreetSaver® program. The purpose of a Pavement Management System is to track inventory, store work history and furnish budget estimates to optimize funding for improving the city's pavement system. It is one of many tools used to help make decisions regarding pavement management and maintenance. The tool also provides a Pavement Condition Index (PCI) Score.

INTRODUCTION

A Pavement Management System has several distinctive uses:

As a budgeting tool, a Pavement Management System uses treatment costs that are based on recently bid projects, from recent Town projects, so these budgets reflect historical costs for this agency.

As an inventory tool, a Pavement Management System provides a quick and easy reference for pavement areas and use.

As a pavement condition record, a Pavement Management System provides age, load-related, non-load related, and climate-related pavement condition and deterioration information. The Pavement Management System uses pavement deterioration curves, based on nationwide research, which allow the program to predict a pavement's future condition.

A Pavement Management System is not capable of providing detailed engineering designs for a street. The Pavement Management System instead helps the user identify candidate streets for potential repair and maintenance. Project level pavement analysis and engineering is an essential feature of future pavement maintenance and rehabilitation projects.

Additional investigation, or project level analysis, can optimize the Town's pavement management dollars.

Project level engineering examines the pavements in significantly more detail than the visual evaluation required for the Pavement Management System Update and optimizes designs for all of the peculiar constraints of a set of project streets.

When updating the Pavement Management System for the Town of Yountville, QES had two primary goals:

1. Provide an accurate and complete inventory of the Town's pavements and their condition.
2. Identify and quantify maintenance and rehabilitation needs and estimated costs for the street system.

WORK PERFORMED:

Pavement Distress Survey and Database Update

For this update, Quality Engineering Solutions (QES) performed inspections on all Town-maintained streets. Field inspections were completed in September and October 2019.

QES measured the following distress types as part of their review: alligator cracking (fatigue), block cracking, distortions, longitudinal & transverse cracking, patching & utility cut patching, rutting & depressions, weathering, and raveling. The work was performed in conformance to ASTM 06433. All the collected data was entered into the Town's StreetSaver® database as required by Metropolitan Transportation Commission (MTC).

Each segment was visually reviewed to determine if the StreetSaver® calculated PCI was representative of the observed overall pavement condition for that road segment. Once the initial ratings were completed, the field crew performed a 2nd rating on a randomly selected 10% of the segments. This 2nd rating is intended as a consistency check, which ensures that our raters are performing evaluations consistent with our allowable range of +/- 5 PCI points. Any segments that were found to be outside of +/- 5 PCI point range were re-rated by The Project Manager. Following the 10% Field Crew consistency check, an additional randomly selected 5% of segments were reviewed by The Project Manager. Additionally, QES performed a quality control (QC) check on their work. QES QC check typically consists of performing a field review of any street segment where the PCI showed a decrease of 3 or more points per year or an increase of 5 or more PCI points when compared to the last inspection for the same road segment.

Findings

The updated Pavement Management System showed that the Town's overall average PCI is 78. This is up 3 points from the Town's last bi annual review in FY 17/18. The breakdown by functional classification is as follows.

Class	Miles	AVG PCI
Arterial	1.68	73
Collector	1.36	87
Residential	5.25	77
Totals	8.28	78

CONCLUSIONS AND RECOMMENDATIONS

This Staff Report provides a review of the 2019 Pavement Management System Update performed by QES. QES inspected and performed QC on all of the road segments in the Town. The average overall PCI for the Town is 78.

To maintain the system at its current overall PCI of 78, the Town will need to spend an average of \$209K

annually over the next 5 years. Implementing a Five Year Maintenance Plan averaging \$560K/Yr. will result in a PCI increase of 1 point in 5 years to a PCI of 80. This amount funding (500K/Yr.) roughly correlates with anticipated funding from Measure T, Gas tax/HUTA, and SB1 funds when they are functioning normally (Non COVID 19 or other economic condition).

A review of the Town's street system, by functional classification, shows that the Collector streets have the highest average PCI of 87, followed by the Residential streets, which have an average PCI of 77. The last of the three is the Arterial streets with an average PCI of 73.

Moving forward, it is recommended the Town implement a 5 year plan that will carefully evaluate the overall annual budget to determine the amount the Town will commit to pavement maintenance and rehabilitation projects. A good goal would be to maintain the current PCI score at current levels and if funds allow a longer term goal of a PCI score of 80.

This Pavement Management System will assist the Town in its efforts to monitor treatments and track the effectiveness and help the Town in setting future priorities and treatment policies, and plans. As the Town maintains and updates its Pavement Management System, the program will become a valuable tool in its efforts to maximize performance and minimize the spending for pavements. Additionally, as noted earlier MTC policy requires a Bi-Annual inspection and update to comply with state and federal law. This program is funded through grant with a small matching portion from the Town. An additional plan would be to fund a Pavement inspection annually, this is done to provide a more consistent PCI score and avoid the surprises that sometimes accompany the Bi - Annual inspection process.

Future plans call for the continued use of the Measure T, Gas tax/HUTA and SB1 funds which will be used to support the Annual Paving program with anticipated funding in the \$500,000 range. This should help the Town achieve the goal of a PCI of 80 in five years.

ENVIRONMENTAL REVIEW

NA

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Currently Budgeted? Yes

Where is it Budgeted? 01-4301-4210 Admin/Engineering -Contract Services

Is it Mandatory or Discretionary? Mandatory

Is there a Staff Resource Impact? Nominal

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. **Responsible Fiscal Policy:** The Town maintains its fiscal health through policies designed to maximize economic opportunities, manage expenses, and ensure prudent reserves.

Briefly Explain Relationship to Strategic Plan Goal and Objective. The Pavement Condition Index is a measurement of the condition of paving in the town. The survey is required by to qualify for State and Federal funds and is partially funded through state grants. This allows the Town to leverage General Funds for State and Federal Funds

ALTERNATIVES

NA

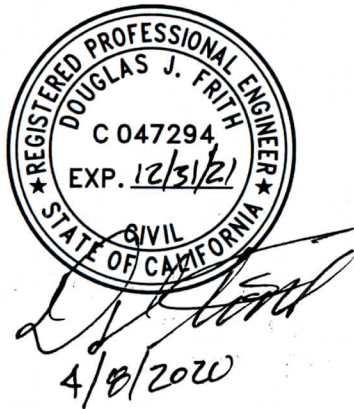
RECOMMENDATION

Receive Report from staff and direct questions and comments to staff.

Town of Yountville
Pavement Management Program
P-TAP 20
Budget Options Report

Submitted to:

**Town of Yountville
6550 Yount Street
Yountville, CA 94599**



Submitted by:

**Quality Engineering Solutions, Inc.
701 Jones St.
Reno, NV 89503**

April 2, 2020



Quality Engineering Solutions

Engineering • Inspection

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Quality Monitoring Report

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EXECUTIVE SUMMARY

Quality Engineering Solutions, Inc. (QES) completed an update of the existing StreetSaver® database for 8.28 centerline miles of town streets (representing 100% of the street network) and developed a current Budget Options Report. Pavement inspections were completed in August 2019. Maintenance and rehabilitation (M&R) history data, provided by the Town, was updated. In addition, the maintenance decision tree costs were updated to more closely match current unit cost data in the region. A budgetary needs analysis was performed based on the updated inspections and treatment costs, and three budget scenarios were evaluated to compare the effects of various funding levels.

The Town of Yountville is responsible for the repair and maintenance of approximately 8.28 centerline miles of streets, which are defined in 72 pavement sections. The Town's street network replacement value is estimated at \$23.9 million. This represents a significant asset for Town officials to manage. This asset valuation is assessed assuming the entire street network is replaced at today's dollar. The average overall Pavement Condition Index (PCI) of the Town's street network increased to 74 after the completion of the surveys and then subsequently increased to 75 following the M&R update in October 2019, which indicates that the street network is classified in the 'Very Good' condition category. The pavement condition of the Town's street network could deteriorate to the 'Good' condition category without adequate budget to complete the recommended maintenance treatments. The Executive Performance Summary, printed from StreetSaver® is provided as Figure 1 and illustrates the historical trend of the Town's pavement performance.

TOWN OF YOUNTVILLE

Executive Performance Summary

Run Date: 3/30/2020



Figure 1. Executive Performance Summary

Contained within the report are three different budget scenarios, each run for a five-year period. The following reports were developed:

1. *Current Investment Level* — An annual budget of \$550 thousand was analyzed to evaluate the effect of the current investment level on the pavement condition. Under this budget scenario, the deferred maintenance backlog will slightly decrease to \$1.6 million and the network PCI will increase to and maintain at 79 within five years.
2. *Maintain PCI* — To maintain the PCI level at 75, a Target-Driven Scenario model was used to determine the required budget. The results indicate that a five-year total of \$2 million for rehabilitation and \$0.4 million for preventive maintenance (PM) is needed. The deferred maintenance will slightly decrease from \$1.8 million in 2020 to \$1.7 million in 2024.
3. *Increase PCI to 80* — To increase the overall PCI to 80 by the end of the fifth year, a Target-Driven Scenario model was used to determine the required budget. The results indicate that a five-year total of \$3.7 million is needed, with \$3.3 million for rehabilitation and \$0.4 million for PM.

Under Scenario 1, the network PCI will increase to and maintain at 79 over the next five years and the maintenance backlog will decrease from \$1.7 million to \$1.6 million. The percentage of the street network falling in the ‘Poor’ and ‘Very Poor’ category will only slightly increase from 11.4% in 2020 to 12.2% in 2024. Thus, the Town’s anticipated funding level appears to be sufficient to prevent the deterioration of the pavement network over the next five years, however additional funding would keep the percent of ‘Poor’ and ‘Very Poor’ from increasing.

The *ideal* strategy for the Town of Yountville is to eliminate the entire deferred maintenance backlog in the first year. However, the amount of funds required, approximately \$2.1 million, likely makes this strategy unrealistic for the Town.

Additional funding should be sought so that the Town can enhance the Pavement Management Program (PMP) and reduce the number of sections falling in the ‘Poor’ and ‘Very Poor’ condition categories. With additional funding, the backlog would be further reduced and additional PM treatments could be applied.

BACKGROUND

QES was selected as part of the Metropolitan Transportation Commission (MTC) Pavement Management Technical Assistance Program (P-TAP) Round 20 to perform an inspection of all 8.28 centerline miles of town streets (representing 100% of the street network) and to update the Budget Options Report. All inspections were completed in accordance with MTC standards, and the StreetSaver® Online 9.0 database was updated with the inspection data. Pavement inspections typically occur on three year cycles and inspections for the previous cycle were completed in June 2017. MTC provided QES access to the Town of Yountville StreetSaver® database in May 2019. M&R history data is typically updated on a continual basis to keep the network PCI up-to-date. QES updated missing M&R history with data provided by the Town. In addition, the maintenance decision tree costs were reviewed, confirmed, and/or updated to reflect current pavement maintenance treatment prices. A budgetary needs analysis was performed

based on the updated inspections and treatment costs, and three budget scenarios were evaluated to compare the effects of various funding levels.

PURPOSE

This report is intended to assist the Town with identifying street maintenance priorities specific to its current conditions and budget levels. The report evaluates the overall condition of the street network and highlights the impacts of various funding levels on the network pavement condition and deferred maintenance funding shortfalls. The MTC StreetSaver® PMP was used for this evaluation. The intent of this program is to develop a maintenance strategy that will improve the overall condition of the street network to an optimal PCI and also to maintain it at that level.

A typical pavement performance curve, as illustrated in Figure 2, shows how streets which are in 'Good' condition will more quickly drop to 'Poor' or 'Very Poor' condition. The farther down the curve a pavement's condition falls, the more rapid the deterioration will be and the costlier the M&R. Thus, the goal is to spend fewer dollars by funding preservation treatments on more roadways and keeping pavements in the 'Very Good' condition range.

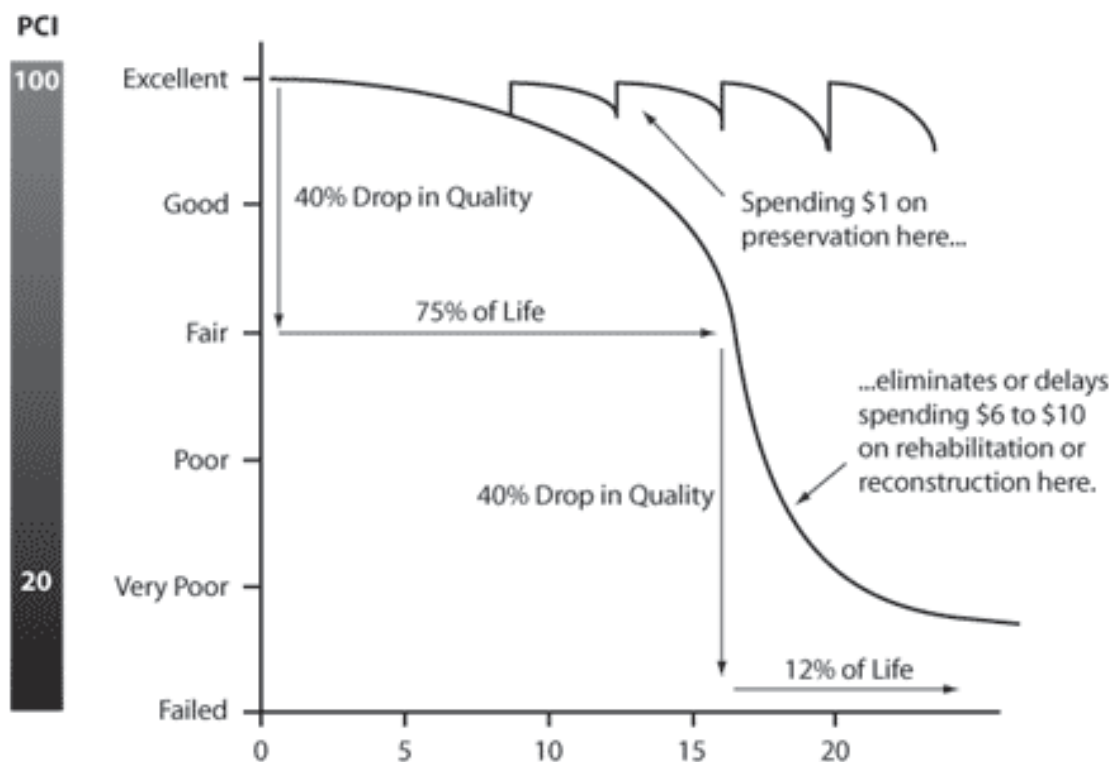


Figure 2. An Example of Pavement Performance Curve

The MTC StreetSaver® program maximizes the return from expenditures by recommending a multi-year street M&R plan based on the most cost-effective repairs available. A comprehensive PM program is a critical component of this plan, as these PM treatments extend the life of good pavements at a much lower cost than rehabilitation, overlay, or reconstruction treatments. To this end, various “what-if” scenarios under different funding levels were conducted to determine the most cost-effective plan for maintaining the Town’s street network over the next five years.

NETWORK DESCRIPTION AND EXISTING PAVEMENT CONDITION

The Town of Yountville is responsible for the repair and maintenance of approximately 8.28 centerline miles of streets, identified by 72 pavement sections. The Town's street network replacement value is estimated at \$23.9 million. This represents a significant asset for Town officials to manage. Determination of the asset valuation is assessed by assuming the entire street network is replaced at today's dollar.

Based upon the field condition surveys completed and following the M&R update, the average overall network PCI of the Town's street network is **75**, which indicates that the street network falls into the 'Very Good' condition category. The typical MTC definition of pavement condition categories are based upon the PCI value and are defined as identified in Figure 3. The PCI is a measurement of pavement condition that ranges from 0 to 100. A newly constructed or overlaid street would have a PCI of 100, while a failed road (requiring complete reconstruction) would have a PCI under 25. Table 1 summarizes the number of sections, length, and average PCI of the network by functional class. Figures 4 through 7 provide an example of a pavement in the 'Very Good,' 'Good,' 'Poor,' and 'Very Poor' categories, respectively. Figure 8 presents the pavement condition categories of the network. As shown, 88% of the network falls into the 'Very Good' or 'Good' condition category, while 12% of the network falls into the 'Poor' or 'Very Poor' condition category. Illustrated in Figure 9 is a GIS-based map of the current network PCI conditions. A section-by-section listing of the current condition is provided in Section 2 (sorted alphabetically and also by descending PCI value), while the detailed network statistic summary and replacement costs are provided in Section 3.

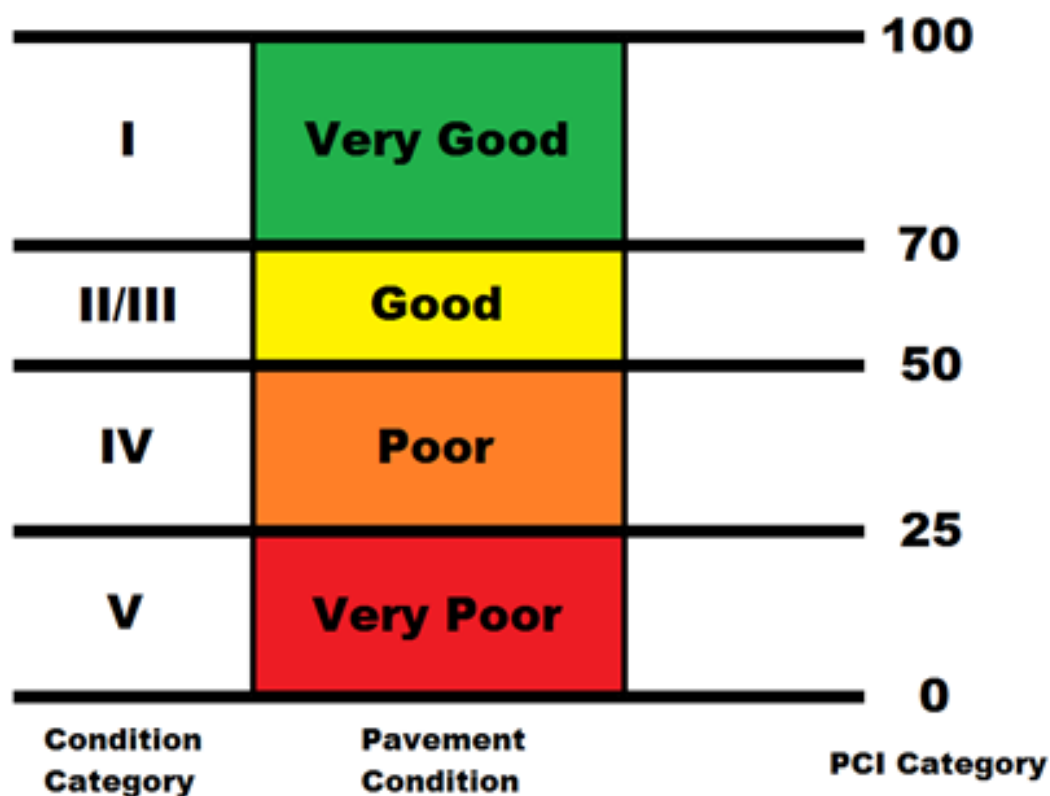


Figure 3. Pavement Condition Categories

Table 1. Street Network Statistics and Average PCI by Functional Class

Functional Class	Total Sections	Total Centerline Miles	Total Lane Miles	PCI
Arterial	12	1.68	3.36	74
Collector	10	1.36	2.71	89
Residential/Local	50	5.25	10.50	70
Total	72	8.29	16.57	
Overall Network PCI as of 10/1/2019:				75



Figure 4. 'Very Good' Condition Category – Adams Street



Figure 5. 'Good' Condition Category – Oak Circle



Figure 6. 'Poor' Condition Category – Heritage Way



Figure 7. 'Very Poor' Condition Category – Yount Mill Road

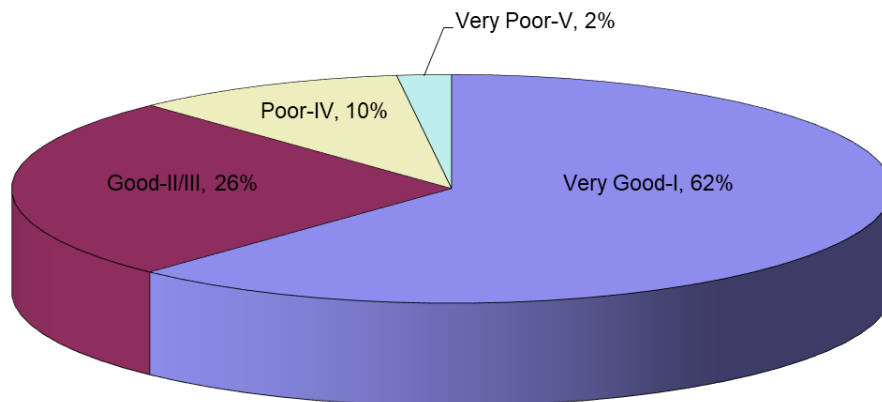







Figure 8. Pavement Condition Summary by Condition Categories

Maintenance and Rehabilitation Treatments and Unit Costs

Based upon the current pavement condition, M&R options are selected using a series of decision trees. A decision tree utilizes the known information, such as roadway type, surface type, and current conditions and then determines a representative maintenance or rehabilitation treatment for that section. Typical M&R treatments are described below in Table 2.

Table 2. Maintenance and Rehabilitation Treatments

Treatment Type	Treatment Description
 <p data-bbox="321 716 568 747">Crack & Joint Seal</p>	<p data-bbox="727 432 1433 684">Open joints and cracks in the pavement surface should be periodically sealed to prevent the intrusion of water and other non-compressible materials. As one of the lowest cost pavement preservation treatments around, crack sealing should be carried out every three to four years to prevent serious pavement deterioration such as potholes.</p>
 <p data-bbox="386 1167 503 1199">Patching</p>	<p data-bbox="727 888 1433 1104">Asphalt patching can be used to fill cracks and repair potholes to prevent the further deterioration of the pavement. Damaged asphalt is often removed and patched prior to receiving further M&R treatments in order to repair subbase failure and/or eliminate crack propagation into a newly treated surface.</p>
 <p data-bbox="345 1587 544 1619">Microsurfacing</p>	<p data-bbox="727 1272 1433 1556">Microsurfacing consists of an asphalt emulsion being applied to an asphalt pavement surface. Chemical additives are mixed into the emulsion that causes it to harden faster than a slurry seal and without heat for evaporation. This makes microsurfacing a preferred course of treatment for streets with heavy traffic conditions or on sections that are heavily shaded from direct sunlight.</p>

	<p>For more heavily distressed pavements, the top 2 to 3 inches of pavement can be removed and a new layer of asphalt can be overlaid. A thin layer may also be milled and overlaid to resurface and restore an oxidized pavement section that is in relatively good condition with minimal cracking.</p>
	<p>Albeit the most expensive option, reconstruction may be necessary for pavement sections that are beyond repair due to excessive pavement deterioration. Existing pavement material is either removed or recycled and a brand new pavement section is built. Asphalt pavements typically last 25 years before requiring reconstruction and their lifespan can be significantly extended by applying regular PM.</p>

It is important to remember that the decision trees are utilized on a network level basis primarily for determining budgetary needs and may not entirely represent the actual project level work that would be most appropriate. At the request of the Town, the decision trees were updated to account for current costs. The decision trees utilized for the Budget Options are provided in Section 4.

For arterial, collector, and residential/local routes the following M&R treatments were included:

- Microsurfacing at \$14.25 per square yard
- Microsurfacing with 20% digouts at \$28.49 per square yard
- Mill and thin overlay at \$45.54 per square yard
- Mill and thick overlay at \$68.31 per square yard

For arterial, collector, and residential/local routes the following cost changes were made:

- Seal cracks was increased from \$1.32 to \$2 per lineal foot
- Reconstruct structure (AC) was decreased from \$163.94 to \$154.30 per square yard



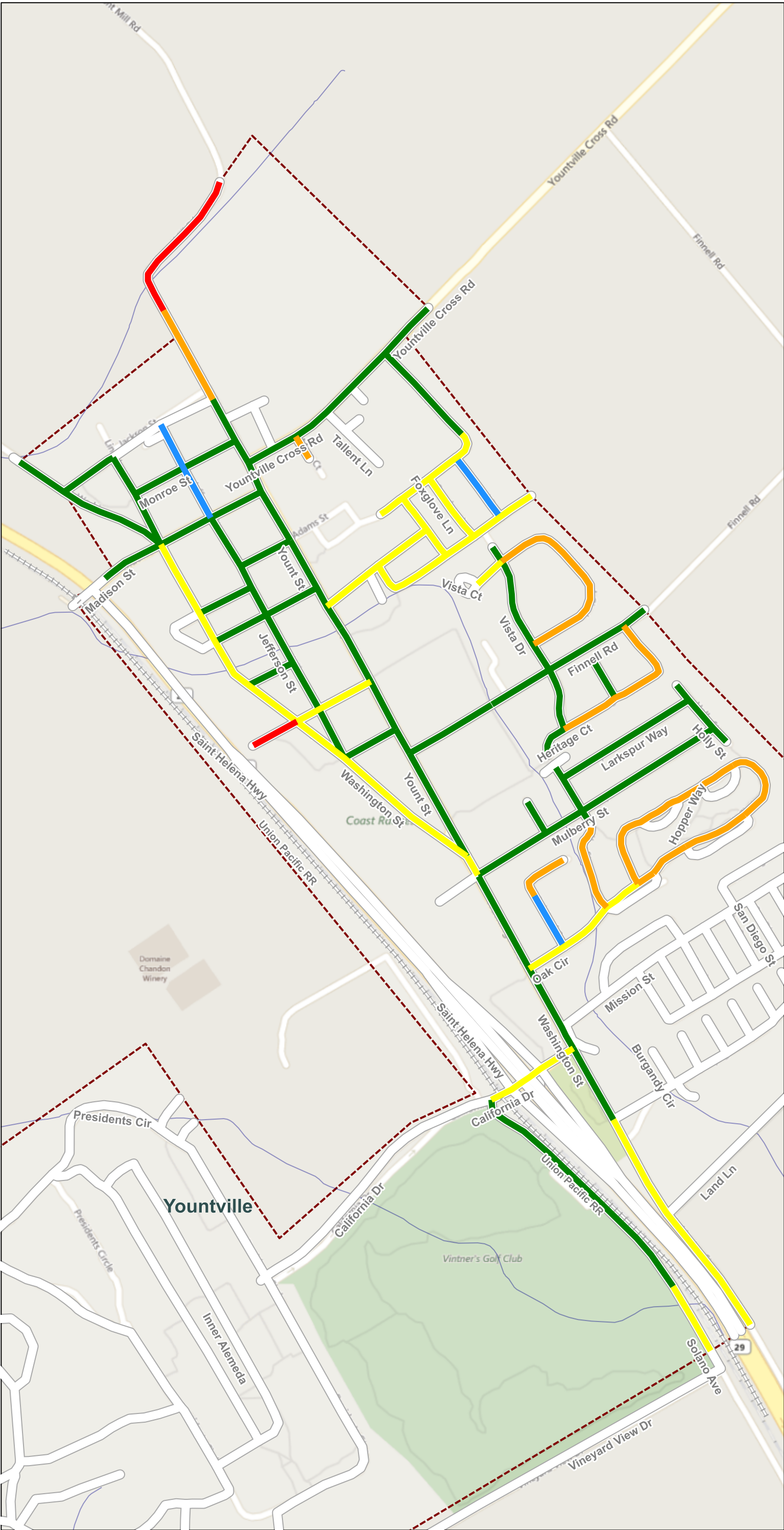
TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Figure 9. Current PCI Condition

Printed: 3/30/2020

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor



BUDGET NEEDS

Based on the principle that it costs less to maintain streets in good condition than those in poor, the MTC PMP strives to develop a maintenance strategy that will first improve the overall condition of the network to an optimal PCI somewhere in the 80s, and then sustain it at that level. The overall PCI for the Town street network is 75 which is in the ‘Very Good’ condition category. However, current funding strategies demonstrate there is a \$1.7 million deferred maintenance backlog in the first year of the scenario. Deferred maintenance refers to postponed PM and/or pavement rehabilitation due to funding deficiencies. If these maintenance issues are not addressed, the quality of the street network will inevitably decline. To correct these deficiencies, a cost-effective funding and M&R strategy must be implemented.

The first step in developing a cost-effective M&R strategy is to determine, assuming unlimited revenues, the maintenance “needs” of the Town’s street network.

In determining relative budget scenarios over a five-year period, representative interest and inflation rates must be chosen to be used in the analysis. The interest rate is used to describe an annual percentage increase in invested funds that would be realized if it were not instead spent on rehabilitation and maintenance activities. The inflation rate describes the rate of change of prices especially in relation to the construction cost index where a positive inflation rate indicates a loss in purchasing power over time and a negative inflation rate indicates an increase in purchasing power. Purchasing power simply describes the number of goods or services that can be purchased with a unit of currency.

QES has determined that an interest rate of 2% would best represent the annual increase that would be realized for any funds that were invested over time. QES has also reviewed the current construction cost index as well as the national inflation rate and determined that an inflation rate of 3% would best represent the annual decrease in purchasing power over the next five years.

Using the PMP Budget Needs module, street maintenance needs are estimated at \$4.6 million over the next five years. If the Town follows the strategy recommended by the program, the average network PCI will increase to 84. If, however, current pavement maintenance funding is exhausted and little or no maintenance is applied over the next five years, already distressed streets will continue to deteriorate, and the network PCI will drop to 66. The results of the Budget Needs analysis are summarized in Table 3 below.

Table 3. Summary of Results from Needs Analysis

Year	PCI Treated	PCI Untreated	PM Cost	Rehab Cost	Total Cost
2020	84	75	\$154,166	\$1,896,407	\$2,050,573
2021	87	72	\$10,592	\$1,460,262	\$1,470,854
2022	85	70	\$25,323	\$295,400	\$320,723
2023	85	68	\$86,484	\$417,641	\$504,125
2024	84	66	\$121,907	\$180,613	\$302,520
		%PM	PM Total Cost	Rehab Total Cost	Total Cost
		8.57%	\$398,472	\$4,250,323	\$4,648,795

Table 3 shows the level of expenditure required to raise the Town’s pavement condition to an optimal network PCI of 84 and eliminate the current M&R backlog. The results of the Budget

Needs analysis represent the ideal funding strategy recommended by the MTC PMP. Of the \$4.6 million in M&R needs shown, approximately \$398 thousand or 8.57% is earmarked for PM or life-extending treatments, while the remaining \$4.3 million or 91.43% is allocated for more costly rehabilitation and reconstruction treatments.

Figure 10 illustrates funding distribution by street functional classification and is based on the Budget Needs Predictive Module. The PMP is recommending a funding level of \$4.6 million over a five-year period. Details of the Budget Needs analysis are provided in Section 5.

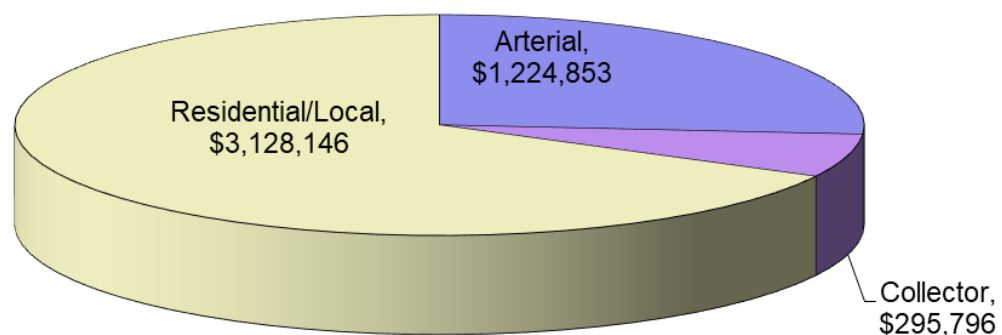


Figure 10. Budget Distribution by Functional Classification

BUDGET SCENARIOS

Having determined the M&R needs of the Town's street network, the next step in developing a cost-effective M&R strategy is to conduct "what-if" analyses. Using the PMP Budget Scenarios module, the impact of various budget scenarios was evaluated. The program projects the effects of the different scenarios on PCI and deferred maintenance (backlog). By examining the effects on these indicators, the advantages and disadvantages of different funding levels and maintenance strategies become clear. For this report, the following three scenarios were run for a five-year analysis period.

1. *Current Investment Level* — An annual budget of \$550 thousand was analyzed to evaluate the effect of the current investment level on the pavement condition. A total of 15.1% of the budget was set aside for PM needs (also known as a 15.1% PM split).
2. *Maintain PCI* — To maintain the PCI level at 75, a Target-Driven Scenario model was used to determine the required budget. The result indicated that a five-year total of \$2.4 million is needed, with \$2 million for rehabilitation and \$0.4 million for PM.

3. *Increase PCI to 80* — In order to increase the PCI to 80, a Target-Driven Scenario model was used to determine the required budget. The result indicated that a five-year total of \$3.7 million is needed, with \$3.3 million for rehabilitation and \$0.4 million for PM.

Scenario 1 – Current Investment Level

An annual budget of \$550 thousand was analyzed to evaluate the effect of the current investment level on the pavement condition. Under this budget scenario, the deferred maintenance backlog will decrease from \$1.7 million in 2020 to \$1.6 million in 2024, while the network PCI will increase and maintain at 79 within five years. This indicates that the Town's current budget level should effectively prevent the deterioration of the pavement condition. Table 4 and Figure 11 summarize the results from Scenario 1. Detailed budget scenario results are provided in Section 6.1.

Table 4. Summary of Results from Scenario 1

Item	Budget Year					
	2020	2021	2022	2023	2024	Total
Total Budget	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$2,750,000
Rehabilitation	\$544,534	\$375,710	\$519,424	\$451,218	\$401,344	\$2,292,230
Preventive Maintenance	\$0	\$169,393	\$25,323	\$86,219	\$121,976	\$402,911
Stop Gap (Funded)	\$5,466	\$3,874	\$1,014	\$1,401	\$0	\$11,755
Deferred Maintenance	\$1,668,144	\$2,416,685	\$2,007,594	\$1,934,854	\$1,591,556	-
Overall Network PCI	79	79	79	79	79	-

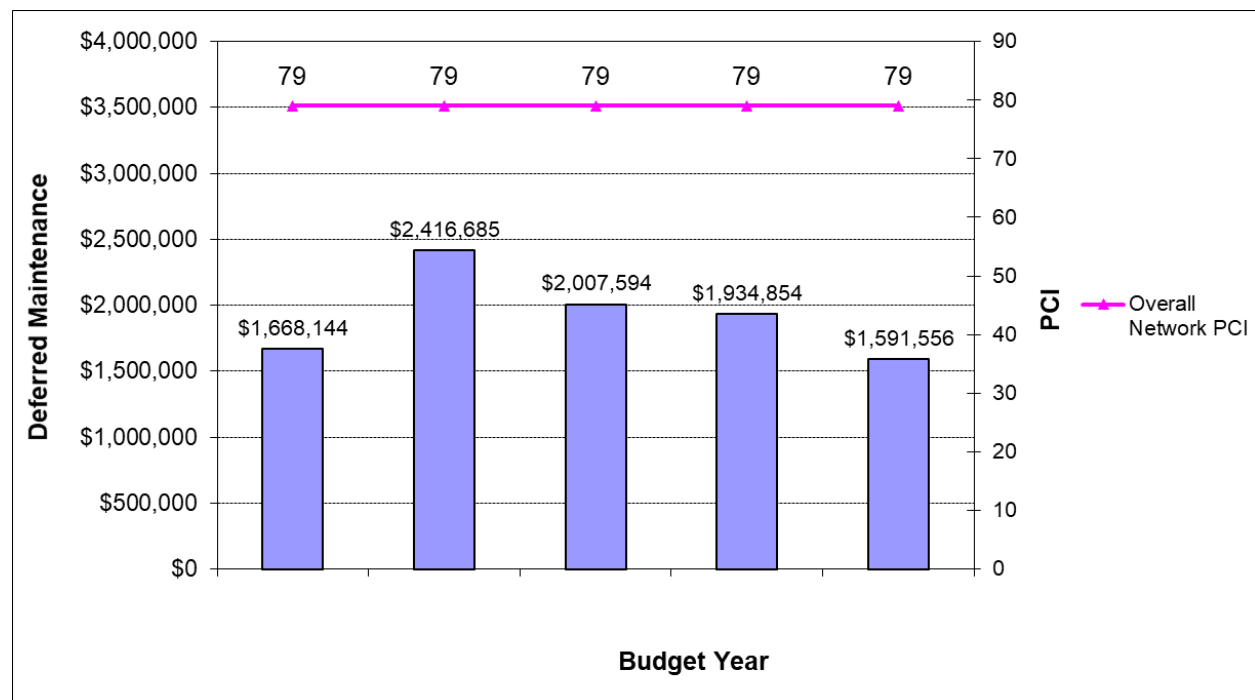


Figure 11. Deferred Maintenance & PCI after Treatment – Scenario 1

Scenario 2 – Maintain PCI

This scenario shows what the budget level must be in order to maintain the street network PCI at the level of 75 by the end of the five-year period. Under this scenario, a total of \$2.4 million is needed, with \$2 million for rehabilitation and \$0.4 million for PM. The annual budget will vary between \$210 thousand and \$633 thousand, while the deferred annual maintenance backlog will slightly decrease from \$1.8 million in 2020 to \$1.7 million in 2024. By the year 2024, 87.8% of the network will fall into the ‘Very Good’ or ‘Good’ condition category, while 12.2% of the network will fall into the ‘Poor’ or ‘Very Poor’ condition category. Table 5 and Figure 12 summarize the results from Scenario 2. Detailed budget scenario results are provided in Section 6.2.

Table 5. Summary of Results from Scenario 2

Item	Budget Year					
	2020	2021	2022	2023	2024	Total
Total Budget	\$209,876	\$471,329	\$547,352	\$633,464	\$552,610	\$2,414,631
Rehabilitation	\$176,088	\$471,253	\$484,241	\$477,263	\$410,559	\$2,019,404
Preventive Maintenance	\$33,788	\$76	\$63,111	\$156,201	\$142,051	\$395,227
Deferred Maintenance	\$1,840,690	\$2,530,046	\$1,957,100	\$1,888,448	\$1,694,781	-
Overall Network PCI	75	75	75	75	75	-

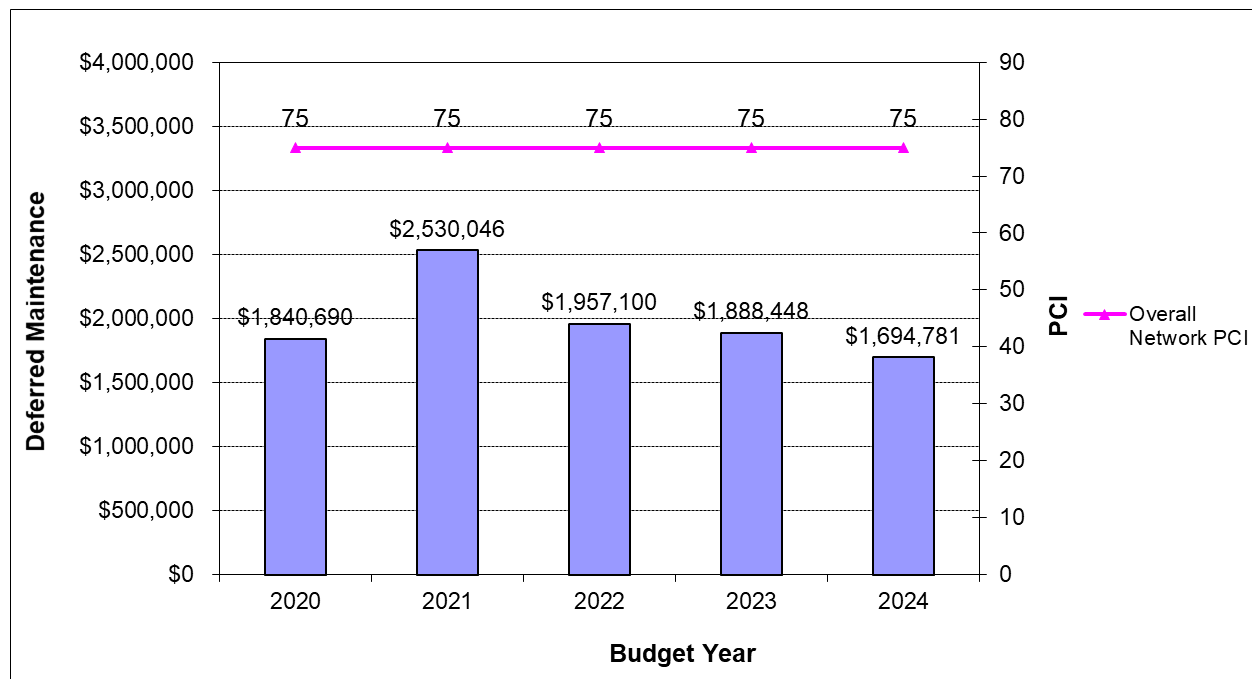


Figure 12. Deferred Maintenance & PCI after Treatment – Scenario 2

Scenario 3 – Increase PCI to 80

This scenario shows what the budget level must be in order to increase the street network PCI from the level of 75 to 80 by year 2024. Under this scenario, a total of \$3.7 million is needed, with \$3.3 million for rehabilitation and \$0.4 million for PM. The annual budget will vary between \$345 thousand and \$874 thousand. The deferred annual maintenance backlog will

decline from \$1.7 million to \$386 thousand by the end of the five-year period. By the year 2024, 91.1% of the network will fall into the ‘Very Good’ or ‘Good’ condition category, while 8.9% of the network will fall into the ‘Poor’ or ‘Very Poor’ condition category. Table 6 and Figure 13 summarize the results from Scenario 3. Detailed budget scenario results are provided in Section 6.3.

Table 6. Summary of Results from Scenario 3

Item	Budget Year					
	2020	2021	2022	2023	2024	Total
Total Budget	\$345,484	\$874,270	\$867,946	\$847,193	\$791,375	\$3,726,268
Rehabilitation	\$311,696	\$813,220	\$766,883	\$760,974	\$669,468	\$3,322,241
Preventive Maintenance	\$33,788	\$61,050	\$101,063	\$86,219	\$121,907	\$404,027
Deferred Maintenance	\$1,705,082	\$1,987,430	\$1,185,966	\$849,674	\$386,310	-
Overall Network PCI	76	77	78	79	80	-

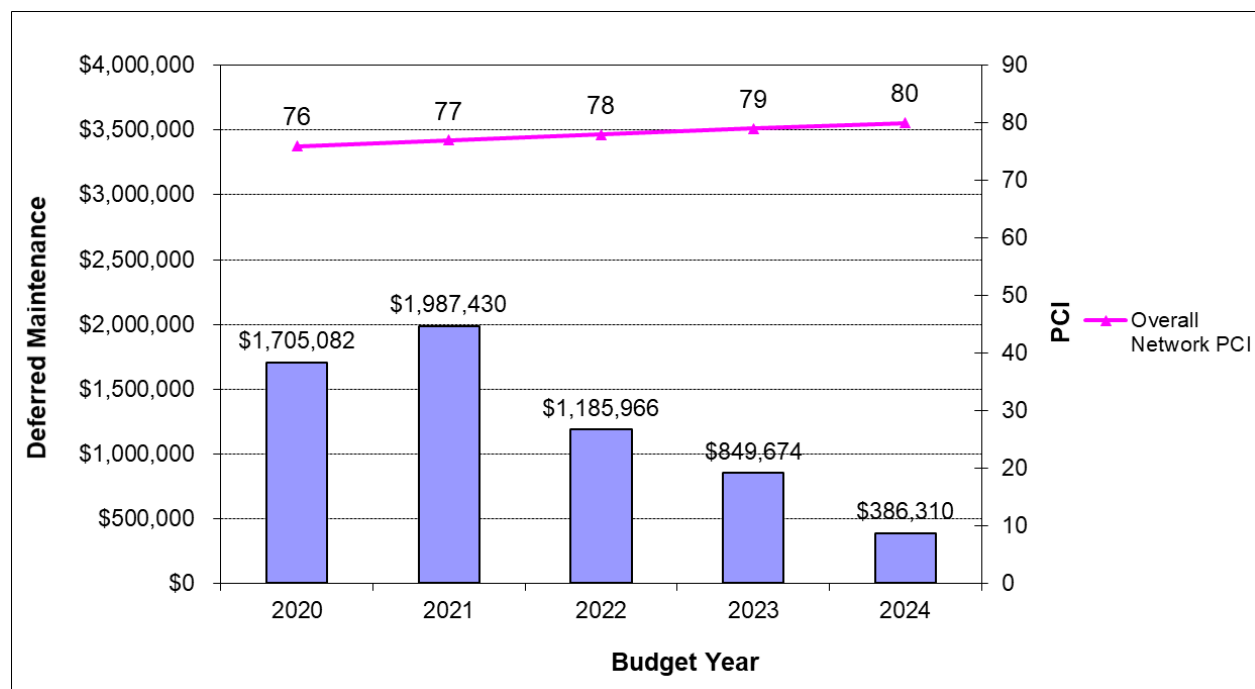


Figure 13. Deferred Maintenance & PCI after Treatment – Scenario 3

Scenario Comparison

Figures 14 and 15 graphically illustrate the comparison of the five-year scenarios in terms of PCI and deferred maintenance. Figure 14 shows the comparison of the change of PCI over time using different five-year budget scenarios and Figure 15 illustrates the change in deferred maintenance over time for each five-year scenario.

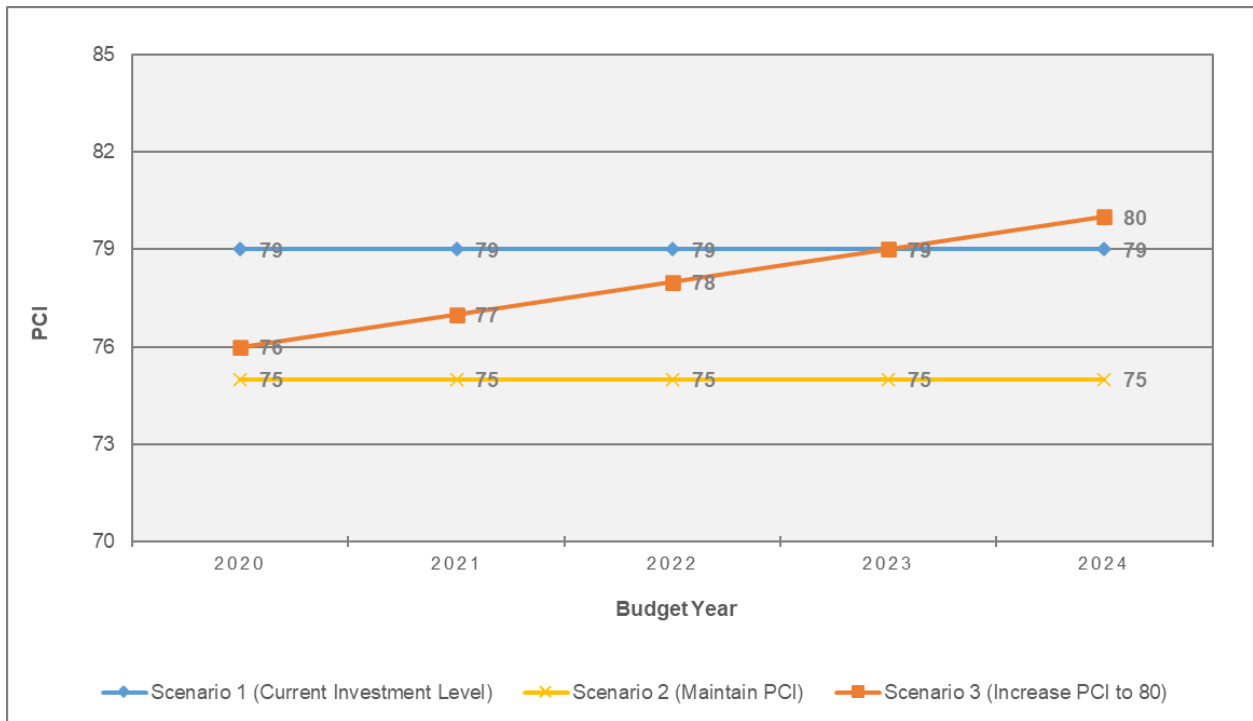


Figure 14. Comparison of PCI over a Five-Year Period for Budget Scenarios

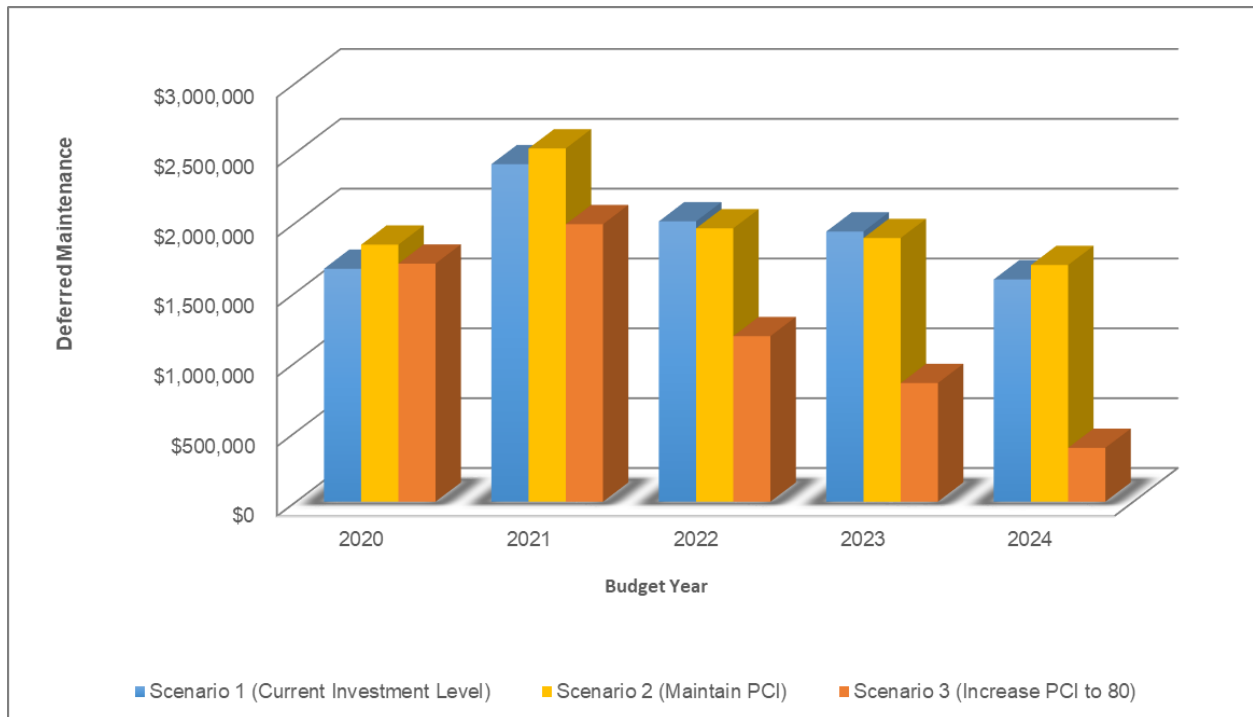


Figure 15. Comparison of Deferred Maintenance over a Five-Year Period for Budget Scenarios

DISCUSSION AND RECOMMENDATIONS

Pavement Budget

Of the various maintenance and funding options considered, the *ideal* strategy for the Town of Yountville is presented in the Budget Needs analysis, with a five-year expenditure total of \$4.6 million. Not only does this budget plan improve the network PCI to an optimal level of 84, but it also eliminates the entire deferred maintenance backlog in the first year. However, the amount of funds required in the first year, approximately \$2.1 million, likely makes this strategy unrealistic for the Town.

Under the current annual budget of \$550 thousand, the network PCI is anticipated to increase to and maintain at 79 over the next five years. The maintenance backlog will slightly decrease to \$1.6 million in 2024 and the percentage of the street network falling in the ‘Poor’ or ‘Very Poor’ condition category will only slightly increase from 11.4% in 2020 to 12.2% in 2024. This indicates that the current funding level should be sufficient to prevent the deterioration of the network’s pavement condition.

Pavement Management Practices

In order to improve the overall condition of the pavement network and eventually bring the Town’s network to a level where best management practices can occur, we recommend the inclusion of the following aspects into the Town’s pavement management strategies:

- Explore potential alternatives to increase funding for PM and pavement rehabilitation for the Town’s network.
- Continue performing cyclic pavement condition inspections with their respective comprehensive data quality management plan.
- Evaluate periodically the cost effectiveness of M&R activities for different conditions such as traffic, existing distresses, and functional classification.
- Annually update M&R work and unit costs in the PMP ‘Decision Tree Module.’ This will help prevent understating actual funding requirements to adequately maintain the street network.
- Evaluate the use of innovative pavement M&R technologies that could improve efficiency and cost savings. For instance, the use of recycling techniques such as hot-in-place recycling, RAP (reclaimed asphalt pavement), full depth reclamation, and cold-in-place recycling.

The Town has been using the PMP and has maintained the overall condition of the street network. With additional funding, the backlog would be reduced and additional rehabilitation and PM treatments could be applied. The suggested M&R report provided in Section 7 was generated from the StreetSaver® software identifying recommended treatments for the next five years using the current annual budget of \$550 thousand. It is important to understand that this report is generated by the software based upon network level project recommendations. Engineering judgement should be used when programming the M&R options to account for constructability efficiencies.

SECTION 1

Definitions

The *pavement condition index*, or PCI, is a measurement of the health of the pavement network or condition and ranges from 0 to 100. A newly constructed street would have a PCI of 100, while a failed street would have a PCI of 25 or less. The PCI is calculated based on pavement distresses identified in the field.

Network is defined as a complete inventory of all streets and other pavement facilities in which the Town has jurisdiction and maintenance responsibilities. To facilitate the management of streets, they are subdivided into management sections identified as a segment of street, which has the same characteristics.

Urban Arterial Street carries the major portion of trips entering and leaving the urban area, as well as the majority of through movements desiring to bypass the central Town. In addition, significant intra-area-travel such as between central business districts and outlying residential areas exists in the system.

Urban Collector Street provides land access service and traffic circulation within residential neighborhoods, commercial, and industrial areas. It differs from the arterial system in that facilities on a collector system may penetrate residential neighborhoods.

Urban Local Street comprises all facilities not classified as arterial or collector. It serves primarily to provide direct access to abutting land and access to the higher systems.

Preventive Maintenance refers to repairs applied while the pavement is in “good” condition. Such repairs extend the life of the pavement at relatively low costs, and prevent the pavement from deteriorating into conditions requiring more expensive treatments. Preventive maintenance treatments include slurry seals, crack sealing, and deep patching. Treatments of this sort are applied before pavement deterioration has become severe and usually cost less than \$5.00/sq. yd.

Deferred Maintenance refers to the dollar amount of maintenance and rehabilitation work that should have been completed to maintain the street in “good” condition, but had to be deferred due to funding deficiencies for preventative maintenance and/or pavement rehabilitation programs. The actual repairs that are being deferred are often referred to as a “backlog.”

Stop Gap refers to the dollar amount of repairs applied to maintain the pavement in a serviceable condition (e.g., pothole patching). These repairs are a temporary measure to stop resident complaints, and do not extend the pavement life. Stop gap repairs are directly proportional to the amount of deferred maintenance. Money spent on stop gap repairs are often taken from preventive maintenance budgets.

SECTION 2

2.1 PCI Summary: Sorted by Street Name

2.2 PCI Summary: Sorted by Descending PCI

**PCI Summary: Sorted by Street Name
(Alphabetical)**



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Network PCI by Street Name

03/30/2020

Street ID	Section ID	Street Name	Begin Location	End Location	Length	Width	Area	Functional Class	Surface Type	Construction Date	Remaining Life	PCI
ADAMS	10	ADAMS STREET	JEFFERSON ST.	YOUNT ST.	300	33	9900	Residential/Local	AC	01/01/1950	33	93
ADAMS	20	ADAMS STREET	YOUNT ST	LANDE WAY	514	27	13878	Residential/Local	AC	06/01/2006	32	91
CALIF	10	CALIFORNIA DRIVE	SOLANO AVE	WASHINGTON ST.	650	35	22750	Collector	AC	01/01/1965	11	69
CREEK	10	CREEK STREET	WASHINGTON ST.	JEFFERSON ST.	248	26	6448	Residential/Local	AC	01/01/1950	26	81
FINNEL	03	FINNELL ROAD	YOUNT ST	166' WEST OF HOPPER CREEK	425	36	21276	Collector	AC/AC	01/31/2000	24	79
FINNEL	20	FINNELL ROAD	HOPPER CREEK	TOWN LIMIT	1109	36	39924	Collector	AC/AC	01/01/1999	38	92
FINNEL	5-8	FINNELL ROAD	166' WEST OF HOPPER CREEK	HOPPER CREEK	166	43	7138	Collector	AC/AC	01/31/2000	21	77
FORRES	10	FORRESTER LANE	MOUNT AVE.	DEAD END	1306	24	31344	Residential/Local	AC	01/01/1997	10	52
FOXGLO	10	FOXGLOVE LANE	LANDE WAY	FORRESTER LN.	437	24	10488	Residential/Local	AC	01/01/1997	16	63
HARVES	10	HARVEST COURT	HERITAGE WY	DEAD END	288	31	8928	Residential/Local	AC	01/01/1990	25	79
HEATHE	10	HEATHER STREET	END	100' S/O MULBERRY	476	35	16660	Residential/Local	AC/AC	03/11/1968	38	95
HEATHE	20	HEATHER STREET	100' S/O OF MULBERRY ST.	OAK CIRCLE	565	28	15820	Residential/Local	AC	01/01/1985	9	50
HERICT	10	HERITAGE COURT	HERITAGE WAY	DEAD END	213	28	5964	Residential/Local	AC	01/01/1990	24	78
HERIWY	10	HERITAGE WAY	FINNELL RD.	HERITAGE CT.	1103	29	31987	Residential/Local	AC	01/01/1990	6	43
HOLLY	10	HOLLY STREET	100' NORTH OF LARKSPUR ST.	100' SOUTH OF LARKSPUR ST.	479	35	16765	Residential/Local	AC/AC	08/16/1974	38	95
HUMBLT	10	HUMBOLDT STREET	WASHINGTON ST.	YOUNT ST.	309	37	11433	Residential/Local	AC	01/01/1950	26	81
IVYCT	10	IVY COURT	MULBERRY ST.	DEAD END	242	32	7744	Residential/Local	AC/AC	07/24/1965	38	95
JACKSO	10	JACKSON STREET	WASHINGTON ST.	LINCOLN AVE.	341	50	17050	Residential/Local	AC	01/01/1999	25	74
JASMIN	10	JASMINE STREET	LANDE WAY	FORRESTER LN.	429	24	10296	Residential/Local	AC	01/01/1997	10	52
JEFFER	10	JEFFERSON STREET	CEMETARY	MADISON ST.	620	35	21700	Residential/Local	AC	01/01/1950	14	60
JEFFER	20	JEFFERSON STREET	MADISON ST.	STARKEY AVE	710	38	26980	Residential/Local	AC	01/01/1950	31	90
JEFFER	30	JEFFERSON STREET	STARKEY AVE	WEBBER ST	680	38	25840	Residential/Local	AC	01/01/1950	29	86
JEFFER	40	JEFFERSON STREET	WEBBER ST.	WASHINGTON ST.	300	27	8100	Residential/Local	AC	01/01/1950	33	95
LANDE	05	LANDE WAY	ADAMS	29 LANDE WAY (PVMNT CHG)	501	27	13527	Residential/Local	AC	06/01/2006	31	88
LANDE	10	LANDE WAY	29 LANDE WAY (PVMNT CHG)	STAGS VIEW LN	754	23	17342	Residential/Local	AC	01/01/1997	10	52
LARKSP	10	LARKSPUR WAY	E/S HEATHER ST.	HOLLY ST.	896	35	31360	Residential/Local	AC/AC	03/02/1975	38	95

Filter:

Street ID	Section ID	Street Name	Begin Location	End Location	Length	Width	Area	Functional Class	Surface Type	Construction Date	Remaining Life	PCI
LINCOL	10	LINCOLN AVENUE	JACKSON ST.	WASHINGTON ST.	501	40	20040	Residential/Local	AC	01/01/1999	25	79
MADISO	10	MADISON STREET	HWY 29 RIGHT OF WAY	WASHINGTON ST.	440	30	13200	Arterial	AC	01/01/1950	18	79
MADISO	20	MADISON STREET	WASHINGTON ST.	YOUNT ST.	660	35	23100	Arterial	AC	01/01/1950	24	92
MESA	10	MESA COURT	YOUNTVILLE CROSS RD.	DEAD END	280	15	4200	Residential/Local	AC	01/01/1980	6	42
MONROE	10	MONROE STREET	LINCOLN AVE.	JEFFERSON ST.	325	35	11375	Residential/Local	AC	01/01/1950	33	93
MONROE	20	MONROE STREET	JEFFERSON ST.	YOUNT ST.	340	37	12580	Residential/Local	AC	01/01/1950	33	93
MOUNT	25	MOUNT AVENUE	YOUNT ST.	JASMINE ST	749	24	17976	Residential/Local	AC/AC	01/01/1998	19	64
MULBER	05	MULBERRY STREET	WASHINGTON ST.	DEAD END	165	24	3960	Residential/Local	AC	01/01/1990	9	49
MULBER	10	MULBERRY STREET	WASHINGTON ST.	W/S IVY CT.	444	35	15540	Residential/Local	AC/AC	01/01/1990	38	95
MULBER	15	MULBERRY STREET	W/S IVY CT.	W/S HEATHER ST.	290	35	10150	Residential/Local	AC	01/01/1970	33	95
MULBER	20	MULBERRY STREET	HEATHER ST.	HOLLY ST.	1000	35	35000	Residential/Local	AC/AC	04/08/1976	38	95
OAKCIR	10	OAK CIRCLE	WASHINGTON ST.	OAK CIRCLE INTERSECTION	841	24	20184	Residential/Local	AC	01/01/1985	15	62
OAKCIR	20	OAK CIRCLE	OAK CIRCLE INTERSECTION	1410' EAST OF INTERSECTION	1410	25	35250	Residential/Local	AC	01/01/1985	4	38
OAKCIR	30	OAK CIRCLE	1410' EAST OF OAK CIR. INTERSC	OAK CIRCLE INTERSECTION	1196	28	33488	Residential/Local	AC	01/01/1985	6	42
OAKLEA	15	OAK LEAF COURT	375' N OF OAK CIR	END	390	24	9360	Residential/Local	AC	01/01/1982	3	34
OAKLEA	5	OAK LEAF COURT	OAK CIRCLE	375' N OF OAK CIR	375	22	8250	Residential/Local	AC/AC	07/23/1973	18	65
PEDRON	10	PEDRONI STREET	WASHINGTON ST.	JEFFERSON ST.	335	28	9380	Residential/Local	AC	01/01/1950	33	95
REDWOO	10	REDWOOD DRIVE	LANDE WAY	FORRESTER LN.	443	24	10632	Residential/Local	AC	01/01/1997	13	58
SOLANO	05	SOLANO AVENUE	CALIFORNIA DR	1670' SE OF CALIFORNIA DR	1670	32	53440	Collector	AC/AC	01/26/1976	29	92
SOLANO	15	SOLANO AVENUE	1670' SE OF CALIFORNIA DR	TOWN LIMITS	513	32	16416	Collector	AC/AC	01/26/1976	8	52
STAGS	10	STAGS VIEW LANE	YOUNTVILLE CROSS RD.	LANDE WAY	676	36	24336	Residential/Local	AC/AC	01/01/1995	38	95
STARKY	10	STARKEY AVENUE	WASHINGTON ST.	JEFFERSON ST.	350	30	10500	Residential/Local	AC	01/01/1950	24	78
STARKY	20	STARKEY AVENUE	JEFFERSON ST.	YOUNT STREET.	300	27	8100	Residential/Local	AC	01/01/1950	22	74
VINEYA	10	VINEYARD CIRCLE	VISTA DR. AT VISTA CT. (N)	VISTA DRIVE (S)	1260	35	44100	Residential/Local	AC	01/01/1974	9	50
VISTCT	10	VISTA COURT	VISTA DRIVE	DEAD END	255	35	8925	Residential/Local	AC	01/01/1974	10	53
VISTDR	10	VISTA DRIVE	FORRESTER LN.	FINNELL RD.	960	40	38400	Residential/Local	AC/AC	11/30/1963	31	83
VISTDR	20	VISTA DRIVE	FINNELL RD.	HERITAGE WAY	334	31	10354	Residential/Local	AC/AC	03/02/1997	37	93
WASHIN	10	WASHINGTON STREET	TOWN LIMITS	N/S MADISON ST.	1088	25	27200	Arterial	AC/PCC	04/16/1977	17	72
WASHIN	20	WASHINGTON STREET	N/S MADISON ST.	N/S HOPPER CREEK BRIDGE	870	40	34800	Arterial	AC	01/01/1983	13	68
WASHIN	25	WASHINGTON STREET	N/S HOPPER CREEK	N/S WEBBER AVE	475	32	15200	Arterial	AC/PCC	01/01/1997	13	67
WASHIN	30	WASHINGTON STREET	N/S WEBBER AVE	N/S YOUNT ST	1215	28	34020	Arterial	AC/PCC	01/01/1997	14	68

Street ID	Section ID	Street Name	Begin Location	End Location	Length	Width	Area	Functional Class	Surface Type	Construction Date	Remaining Life	PCI
WASHIN	35	WASHINGTON STREET	N/S YOUNT ST (HURLEYS)	N/S MULBERRY ST	290	40	11600	Arterial	AC	01/30/2000	14	68
WASHIN	40	WASHINGTON STREET	N/S MULBERRY ST	N/S OAK CIRCLE	680	40	27200	Arterial	AC/PCC	07/06/1995	16	71
WASHIN	45	WASHINGTON STREET	N/S OAK CIRCLE	N/S CALIFORNIA DR	557	40	22280	Arterial	AC/PCC	07/06/1995	16	71
WASHIN	50	WASHINGTON STREET	N/S CALIFORNIA DR	S/S CHAMPAGNE DR	740	40	29600	Arterial	AC	12/30/1961	15	71
WASHIN	55	WASHINGTON STREET	S/S CHAMPAGNE DR	TOWN LIMITS	565	30	16950	Arterial	AC/PCC	12/13/1983	9	55
WEBBER	10	WEBBER AVENUE	DEAD END AT HWY 29 ROW	WASHINGTON ST.	314	21	6594	Residential/Local	AC	01/01/1983	0	18
WEBBER	20	WEBBER AVENUE	WASHINGTON ST.	YOUNT ST.	413	27	11151	Residential/Local	AC	01/01/1950	18	68
YNTMIL	05	YOUNT MILL ROAD	END OF YOUNT STREET	643' NORTH OF YOUNT STREET.	643	23	14789	Residential/Local	AC	01/01/1950	2	32
YNTMIL	10	YOUNT MILL ROAD	643' NORTH OF YOUNT STREET	TOWN LIMITS	910	22	20020	Residential/Local	AC	01/01/1950	0	21
YNTSTR	10	YOUNT STREET	YOUNT MILL RD.	YOUNTVILLE CROSS RD.	500	37	18500	Residential/Local	AC	01/01/1950	33	93
YNTSTR	15	YOUNT STREET	YOUNTVILLE CROSS RD	ADAMS ST	600	40	24000	Collector	AC	01/01/1950	22	94
YNTSTR	30	YOUNT STREET	S/S ADAMS ST	COP S/O MOUNT AVE	662	40	26480	Collector	AC	01/01/1950	22	94
YNTSTR	33	YOUNT STREET	S/S COP S/O MOUNT AVE	N/S FINNEL ROAD	800	40	32000	Collector	AC	01/01/1965	23	96
YNTSTR	35	YOUNT STREET	FINNEL ROAD	WASHINGTON ST	568	40	22720	Collector	AC	01/01/1965	29	92
YNTVIL	10	YOUNTVILLE CROSS ROAD	YOUNT ST.	TOWN LIMITS	1286	33	42438	Arterial	AC	01/01/1990	18	83

PCI Summary: Sorted by PCI (Descending)



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Network PCI by Street Name (Descending PCI)

03/30/2020

Street ID	Section ID	Street Name	Begin Location	End Location	Length	Width	Area	Functional Class	Surface Type	Construction Date	Remaining Life	PCI
YNTSTR	33	YOUNT STREET	S/S COP S/O MOUNT AVE	N/S FINNEL ROAD	800	40	32000	Collector	AC	01/01/1965	23	96
HEATHE	10	HEATHER STREET	END	100' S/O MULBERRY	476	35	16660	Residential/Local	AC/AC	03/11/1968	38	95
HOLLY	10	HOLLY STREET	100' NORTH OF LARKSPUR ST.	100' SOUTH OF MULBERRY ST.	479	35	16765	Residential/Local	AC/AC	08/16/1974	38	95
IVYCT	10	IVY COURT	MULBERRY ST.	DEAD END	242	32	7744	Residential/Local	AC/AC	07/24/1965	38	95
JEFFER	40	JEFFERSON STREET	WEBBER ST.	WASHINGTON ST.	300	27	8100	Residential/Local	AC	01/01/1950	33	95
LARKSP	10	LARKSPUR WAY	E/S HEATHER ST.	HOLLY ST.	896	35	31360	Residential/Local	AC/AC	03/02/1975	38	95
MULBER	10	MULBERRY STREET	WASHINGTON ST.	W/S IVY CT.	444	35	15540	Residential/Local	AC/AC	01/01/1990	38	95
MULBER	15	MULBERRY STREET	W/S IVY CT.	W/S HEATHER ST.	290	35	10150	Residential/Local	AC	01/01/1970	33	95
MULBER	20	MULBERRY STREET	HEATHER ST.	HOLLY ST.	1000	35	35000	Residential/Local	AC/AC	04/08/1976	38	95
PEDRON	10	PEDRONI STREET	WASHINGTON ST.	JEFFERSON ST.	335	28	9380	Residential/Local	AC	01/01/1950	33	95
STAGS	10	STAGS VIEW LANE	YOUNTVILLE CROSS RD.	LANDE WAY	676	36	24336	Residential/Local	AC/AC	01/01/1995	38	95
YNTSTR	15	YOUNT STREET	YOUNTVILLE CROSS RD	ADAMS ST	600	40	24000	Collector	AC	01/01/1950	22	94
YNTSTR	30	YOUNT STREET	S/S ADAMS ST	COP S/O MOUNT AVE	662	40	26480	Collector	AC	01/01/1950	22	94
ADAMS	10	ADAMS STREET	JEFFERSON ST.	YOUNT ST.	300	33	9900	Residential/Local	AC	01/01/1950	33	93
MONROE	10	MONROE STREET	LINCOLN AVE.	JEFFERSON ST.	325	35	11375	Residential/Local	AC	01/01/1950	33	93
MONROE	20	MONROE STREET	JEFFERSON ST.	YOUNT ST.	340	37	12580	Residential/Local	AC	01/01/1950	33	93
VISTDR	20	VISTA DRIVE	FINNELL RD.	HERITAGE WAY	334	31	10354	Residential/Local	AC/AC	03/02/1997	37	93
YNTSTR	10	YOUNT STREET	YOUNT MILL RD.	YOUNTVILLE CROSS RD.	500	37	18500	Residential/Local	AC	01/01/1950	33	93
FINNEL	20	FINNELL ROAD	HOPPER CREEK	TOWN LIMIT	1109	36	39924	Collector	AC/AC	01/01/1999	38	92
MADISO	20	MADISON STREET	WASHINGTON ST.	YOUNT ST.	660	35	23100	Arterial	AC	01/01/1950	24	92
SOLANO	05	SOLANO AVENUE	CALIFORNIA DR	1670' SE OF CALIFORNIA DR	1670	32	53440	Collector	AC/AC	01/26/1976	29	92
YNTSTR	35	YOUNT STREET	FINNEL ROAD	WASHINGTON ST	568	40	22720	Collector	AC	01/01/1965	29	92
ADAMS	20	ADAMS STREET	YOUNT ST	LANDE WAY	514	27	13878	Residential/Local	AC	06/01/2006	32	91
JEFFER	20	JEFFERSON STREET	MADISON ST.	STARKEY AVE	710	38	26980	Residential/Local	AC	01/01/1950	31	90

Street ID	Section ID	Street Name	Begin Location	End Location	Length	Width	Area	Functional Class	Surface Type	Construction Date	Remaining Life	PCI
LANDE	05	LANDE WAY	ADAMS	29 LANDE WAY (PVMNT CHG)	501	27	13527	Residential/Local	AC	06/01/2006	31	88
JEFFER	30	JEFFERSON STREET	STARKEY AVE	WEBBER ST	680	38	25840	Residential/Local	AC	01/01/1950	29	86
VISTDR	10	VISTA DRIVE	FORRESTER LN.	FINNELL RD.	960	40	38400	Residential/Local	AC/AC	11/30/1963	31	83
YNTVIL	10	YOUNTVILLE CROSS ROAD	YOUNT ST.	TOWN LIMITS	1286	33	42438	Arterial	AC	01/01/1990	18	83
CREEK	10	CREEK STREET	WASHINGTON ST.	JEFFERSON ST.	248	26	6448	Residential/Local	AC	01/01/1950	26	81
HUMBLT	10	HUMBOLDT STREET	WASHINGTON ST.	YOUNT ST.	309	37	11433	Residential/Local	AC	01/01/1950	26	81
FINNEL	03	FINNELL ROAD	YOUNT ST	166' WEST OF HOPPER CREEK	425	36	21276	Collector	AC/AC	01/31/2000	24	79
HARVES	10	HARVEST COURT	HERITAGE WY	DEAD END	288	31	8928	Residential/Local	AC	01/01/1990	25	79
LINCOL	10	LINCOLN AVENUE	JACKSON ST.	WASHINGTON ST.	501	40	20040	Residential/Local	AC	01/01/1999	25	79
MADISO	10	MADISON STREET	HWY 29 RIGHT OF WAY	WASHINGTON ST.	440	30	13200	Arterial	AC	01/01/1950	18	79
HERICT	10	HERITAGE COURT	HERITAGE WAY	DEAD END	213	28	5964	Residential/Local	AC	01/01/1990	24	78
STARKY	10	STARKEY AVENUE	WASHINGTON ST.	JEFFERSON ST.	350	30	10500	Residential/Local	AC	01/01/1950	24	78
FINNEL	5-8	FINNELL ROAD	166' WEST OF HOPPER CREEK	HOPPER CREEK	166	43	7138	Collector	AC/AC	01/31/2000	21	77
JACKSO	10	JACKSON STREET	WASHINGTON ST.	LINCOLN AVE.	341	50	17050	Residential/Local	AC	01/01/1999	25	74
STARKY	20	STARKEY AVENUE	JEFFERSON ST.	YOUNT STREET.	300	27	8100	Residential/Local	AC	01/01/1950	22	74
WASHIN	10	WASHINGTON STREET	TOWN LIMITS	N/S MADISON ST.	1088	25	27200	Arterial	AC/PCC	04/16/1977	17	72
WASHIN	40	WASHINGTON STREET	N/S MULBERRY ST	N/S OAK CIRCLE	680	40	27200	Arterial	AC/PCC	07/06/1995	16	71
WASHIN	45	WASHINGTON STREET	N/S OAK CIRCLE	N/S CALIFORNIA DR	557	40	22280	Arterial	AC/PCC	07/06/1995	16	71
WASHIN	50	WASHINGTON STREET	N/S CALIFORNIA DR	S/S CHAMPAGNE DR	740	40	29600	Arterial	AC	12/30/1961	15	71
CALIF	10	CALIFORNIA DRIVE	SOLANO AVE	WASHINGTON ST.	650	35	22750	Collector	AC	01/01/1965	11	69
WASHIN	20	WASHINGTON STREET	N/S MADISON ST.	N/S HOPPER CREEK BRIDGE	870	40	34800	Arterial	AC	01/01/1983	13	68
WASHIN	30	WASHINGTON STREET	N/S WEBBER AVE	N/S YOUNT ST	1215	28	34020	Arterial	AC/PCC	01/01/1997	14	68
WASHIN	35	WASHINGTON STREET	N/S YOUNT ST (HURLEYS)	N/S MULBERRY ST	290	40	11600	Arterial	AC	01/30/2000	14	68
WEBBER	20	WEBBER AVENUE	WASHINGTON ST.	YOUNT ST.	413	27	11151	Residential/Local	AC	01/01/1950	18	68
WASHIN	25	WASHINGTON STREET	N/S HOPPER CREEK	N/S WEBBER AVE	475	32	15200	Arterial	AC/PCC	01/01/1997	13	67
OAKLEA	5	OAK LEAF COURT	OAK CIRCLE	375' N OF OAK CIR	375	22	8250	Residential/Local	AC/AC	07/23/1973	18	65
MOUNT	25	MOUNT AVENUE	YOUNT ST.	JASMINE ST	749	24	17976	Residential/Local	AC/AC	01/01/1998	19	64
FOXGLO	10	FOXGLOVE LANE	LANDE WAY	FORRESTER LN.	437	24	10488	Residential/Local	AC	01/01/1997	16	63
OAKCIR	10	OAK CIRCLE	WASHINGTON ST.	OAK CIRCLE INTERSECTION	841	24	20184	Residential/Local	AC	01/01/1985	15	62
JEFFER	10	JEFFERSON STREET	CEMETARY	MADISON ST.	620	35	21700	Residential/Local	AC	01/01/1950	14	60
REDWOO	10	REDWOOD DRIVE	LANDE WAY	FORRESTER LN.	443	24	10632	Residential/Local	AC	01/01/1997	13	58

Street ID	Section ID	Street Name	Begin Location	End Location	Length	Width	Area	Functional Class	Surface Type	Construction Date	Remaining Life	PCI
WASHIN	55	WASHINGTON STREET	S/S CHAMPAGNE DR	TOWN LIMITS	565	30	16950	Arterial	AC/PCC	12/13/1983	9	55
VISTCT	10	VISTA COURT	VISTA DRIVE	DEAD END	255	35	8925	Residential/Local	AC	01/01/1974	10	53
FORRES	10	FORRESTER LANE	MOUNT AVE.	DEAD END	1306	24	31344	Residential/Local	AC	01/01/1997	10	52
JASMIN	10	JASMINE STREET	LANDE WAY	FORRESTER LN.	429	24	10296	Residential/Local	AC	01/01/1997	10	52
LANDE	10	LANDE WAY	29 LANDE WAY (PVMNT CHG)	STAGS VIEW LN	754	23	17342	Residential/Local	AC	01/01/1997	10	52
SOLANO	15	SOLANO AVENUE	1670' SE OF CALIFORNIA DR	TOWN LIMITS	513	32	16416	Collector	AC/AC	01/26/1976	8	52
HEATHE	20	HEATHER STREET	100' S/O OF MULBERRY ST.	OAK CIRCLE	565	28	15820	Residential/Local	AC	01/01/1985	9	50
VINEYA	10	VINEYARD CIRCLE	VISTA DR. AT VISTA CT. (N)	VISTA DRIVE (S)	1260	35	44100	Residential/Local	AC	01/01/1974	9	50
MULBER	05	MULBERRY STREET	WASHINGTON ST.	DEAD END	165	24	3960	Residential/Local	AC	01/01/1990	9	49
HERIWY	10	HERITAGE WAY	FINNELL RD.	HERITAGE CT.	1103	29	31987	Residential/Local	AC	01/01/1990	6	43
MESA	10	MESA COURT	YOUNTVILLE CROSS RD.	DEAD END	280	15	4200	Residential/Local	AC	01/01/1980	6	42
OAKCIR	30	OAK CIRCLE	1410' EAST OF OAK CIR. INTERSC	OAK CIRCLE INTERSECTION	1196	28	33488	Residential/Local	AC	01/01/1985	6	42
OAKCIR	20	OAK CIRCLE	OAK CIRCLE INTERSECTION	1410' EAST OF INTERSECTION	1410	25	35250	Residential/Local	AC	01/01/1985	4	38
OAKLEA	15	OAK LEAF COURT	375' N OF OAK CIR	END	390	24	9360	Residential/Local	AC	01/01/1982	3	34
YNTMIL	05	YOUNT MILL ROAD	END OF YOUNT STREET	643' NORTH OF YOUNT STREET.	643	23	14789	Residential/Local	AC	01/01/1950	2	32
YNTMIL	10	YOUNT MILL ROAD	643' NORTH OF YOUNT STREET	TOWN LIMITS	910	22	20020	Residential/Local	AC	01/01/1950	0	21
WEBBER	10	WEBBER AVENUE	DEAD END AT HWY 29 ROW	WASHINGTON ST.	314	21	6594	Residential/Local	AC	01/01/1983	0	18

SECTION 3

3.1 Network Summary Statistics

3.2 Network Replacement Cost



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Network Summary Statistics

Printed: 3/30/2020

	Total Sections	Total Center Miles	Total Lane Miles	Total Area (sq. ft.)	PCI
Arterial	12	1.68	3.36	297,588	74
Collector	10	1.36	2.71	266,144	89
Residential/Local	50	5.25	10.50	832,688	70
Total	72	8.29	16.57	1,396,420	
Overall Network PCI as of 10/1/2019:					75

*** Combined Sections are excluded from totals. These Sections do not have a PCI Date - they have not been inspected or had a Treatment applied.*



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Network Replacement Cost

Printed: 03/30/2020

Functional Class	Surface Type	Lane Miles	Unit Cost/ Square Foot	Pavement Area/ Square Feet	Cost To Replace (in thousands)
Arterial	AC	1.6	\$17.14	154,738	\$2,653
	AC/PCC	1.7	\$17.14	142,850	\$2,449
Collector	AC	1.2	\$17.14	127,950	\$2,194
	AC/AC	1.5	\$17.14	138,194	\$2,369
Residential/Local	AC	8.0	\$17.14	610,303	\$10,463
	AC/AC	2.5	\$17.14	222,385	\$3,813
Grand Total:		16.6		1,396,420	\$23,941

SECTION 4

Current Decision Tree for Maintenance and Rehabilitation



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Decision Tree

Printed: 03/05/2020

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Arterial	AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$2.00	3		
			Surface Treatment	MICROSURFACING	\$14.25		7	
			Restoration Treatment	MILL AND THIN OVERLAY	\$45.54			3
		II - Good, Non-Load Related		MICROSURFACING WITH 20% DIGOUTS	\$28.49		7	
		III - Good, Load Related		MILL AND THIN OVERLAY	\$45.54			
		IV - Poor		MILL AND THICK OVERLAY	\$68.31			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$154.30			
	AC/AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$2.00	3		
			Surface Treatment	MICROSURFACING	\$14.25		7	
			Restoration Treatment	MILL AND OVERLAY	\$45.54			3
		II - Good, Non-Load Related		MICROSURFACING WITH 20% DIGOUTS	\$28.49		7	
		III - Good, Load Related		MILL AND OVERLAY	\$45.54			
		IV - Poor		MILL AND OVERLAY	\$68.31			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$154.30			
	AC/PCC	I - Very Good	Crack Treatment	SEAL CRACKS	\$2.00	3		
			Surface Treatment	MICROSURFACING	\$14.25		7	
			Restoration Treatment	MILL AND THIN OVERLAY	\$45.54			3
		II - Good, Non-Load Related		MICROSURFACING WITH 20% DIGOUTS	\$28.49		7	
		III - Good, Load Related		MILL AND THIN OVERLAY	\$45.54			
		IV - Poor		MILL AND THICK OVERLAY	\$68.31			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$154.30			

- Functional Class and Surface combination not used
- Selected Treatment is not a Surface Seal



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Decision Tree

Printed: 03/05/2020

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Collector	AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$2.00	3		
			Surface Treatment	MICROSURFACING	\$14.25		7	
			Restoration Treatment	MILL AND THIN OVERLAY	\$45.54			3
		II - Good, Non-Load Related		MICROSURFACING WITH 20% DIGOUTS	\$28.49		7	
		III - Good, Load Related		MILL AND THIN OVERLAY	\$45.54			
		IV - Poor		MILL AND THICK OVERLAY	\$68.31			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$154.30			
	AC/AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$2.00	3		
			Surface Treatment	MICROSURFACING	\$14.25		7	
			Restoration Treatment	MILL AND THIN OVERLAY	\$45.54			3
		II - Good, Non-Load Related		MICROSURFACING WITH 20% DIGOUTS	\$28.49			
		III - Good, Load Related		MILL AND THIN OVERLAY	\$45.54			
		IV - Poor		MILL AND THICK OVERLAY	\$68.31			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$154.30			
	AC/PCC	I - Very Good	Crack Treatment	SEAL CRACKS	\$1.32	3		
			Surface Treatment	LIGHT MAINTENANCE	\$6.15		7	
			Restoration Treatment	LIGHT REHABILITATION	\$47.82			3
		II - Good, Non-Load Related		HEAVY MAINTENANCE	\$17.08		7	
		III - Good, Load Related		LIGHT REHABILITATION	\$47.82			
		IV - Poor		HEAVY REHABILITATION	\$85.39			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$163.94			

- Functional Class and Surface combination not used
- Selected Treatment is not a Surface Seal



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Decision Tree

Printed: 03/05/2020

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Residential/Local	AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$2.00	3		
			Surface Treatment	MICROSURFACING	\$14.25		7	
			Restoration Treatment	MILL AND THIN OVERLAY	\$45.54			3
		II - Good, Non-Load Related		MICROSURFACING WITH 20% DIGOUTS	\$28.49		7	
		III - Good, Load Related		MILL AND THIN OVERLAY	\$45.54			
		IV - Poor		MILL AND THICK OVERLAY	\$68.31			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$154.30			
	AC/AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$2.00	3		
			Surface Treatment	MICROSURFACING	\$14.25		7	
			Restoration Treatment	MILL AND THIN OVERLAY	\$45.54			3
		II - Good, Non-Load Related		MICROSURFACING WITH 20% DIGOUTS	\$28.49		7	
		III - Good, Load Related		MILL AND THIN OVERLAY	\$45.54			
		IV - Poor		MILL AND THICK OVERLAY	\$68.31			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$154.30			
	AC/PCC	I - Very Good	Crack Treatment	SEAL CRACKS	\$1.32	3		
			Surface Treatment	LIGHT MAINTENANCE	\$6.15		7	
			Restoration Treatment	LIGHT REHABILITATION	\$47.82			3
		II - Good, Non-Load Related		HEAVY MAINTENANCE	\$17.08		7	
		III - Good, Load Related		LIGHT REHABILITATION	\$47.82			
		IV - Poor		HEAVY REHABILITATION	\$85.39			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$163.94			

- Functional Class and Surface combination not used
- Selected Treatment is not a Surface Seal

SECTION 5

Needs Analysis



TOWN OF YOUNTVILLE
 6550 Yount St
 Yountville, CA 94599
 (707) 944-8851

Needs - Projected PCI/Cost Summary

Inflation Rate = 3.00 % Printed: 3/30/2020

Year	PCI Treated	PCI Untreated	PM Cost	Rehab Cost	Cost
2020	84	75	\$154,166	\$1,896,407	\$2,050,573
2021	87	72	\$10,592	\$1,460,262	\$1,470,854
2022	85	70	\$25,323	\$295,400	\$320,723
2023	85	68	\$86,484	\$417,641	\$504,125
2024	84	66	\$121,907	\$180,613	\$302,520
		% PM	PM Total Cost	Rehab Total Cost	Total Cost
		8.57%	\$398,472	\$4,250,323	\$4,648,795



TOWN OF YOUNTVILLE
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Yountville, CA 94599
(707) 944-8851

Needs - Rehabilitation Treatment/Cost Summary

Inflation Rate = 3.00 % Printed: 3/30/2020

Treatment	Year	Area Treated	Cost
MICROSURFACING WITH 20% DIGOUTS	2020	3,327.78 sq.yd.	\$94,809
	2022	3,022.22 sq.yd.	\$91,347
	Total	6,350 sq.yd.	\$186,156
RECONSTRUCT STRUCTURE (AC)	2020	2,957.11 sq.yd.	\$456,283
	2023	1,643.22 sq.yd.	\$277,061
	2024	1,040 sq.yd.	\$180,613
	Total	5,640.33 sq.yd.	\$913,957
MILL AND THIN OVERLAY	2020	17,268.78 sq.yd.	\$786,424
	2021	11,314.44 sq.yd.	\$530,719
	Total	28,583.22 sq.yd.	\$1,317,143
MILL AND THICK OVERLAY	2020	8,181.67 sq.yd.	\$558,891
	2021	13,211.33 sq.yd.	\$929,543
	2022	2,815.67 sq.yd.	\$204,053
	2023	1,883.33 sq.yd.	\$140,580
	Total	26,092 sq.yd.	\$1,833,067
Total Cost			\$4,250,323



TOWN OF YOUNTVILLE
6550 Yount St
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(707) 944-8851

Needs - Preventive Maintenance Treatment/Cost Summary

Inflation Rate = 3.00 % Printed: 3/30/2020

Treatment	Year	Area Treated	Cost
MICROSURFACING	2020	10,811.56 sq. yd.	\$154,065
	2021	716.44 sq. yd.	\$10,516
	2022	1,654.67 sq. yd.	\$25,016
	2023	5,537 sq. yd.	\$86,219
	2024	7,586.44 sq. yd.	\$121,676
Total		26,306.11	\$397,492
SEAL CRACKS	2020	49.85 lineal ft.	\$101
	2021	36.48 lineal ft.	\$76
	2022	144.25 lineal ft.	\$307
	2023	120.05 lineal ft.	\$265
	2024	101.82 lineal ft.	\$231
Total		452.45	\$980
Total Quantity		26,758.56	\$398,472

SECTION 6

Budget Options Report

6.1 Current Investment Level

6.2 Maintain PCI

6.3 Increase PCI to 80

6.1 Current Investment Level

- 1. Cost Summary Report**
- 2. Network Condition Summary Report**



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Scenarios - Cost Summary

Interest: 2.00%

Inflation: 3.00%

Printed: 3/30/2020

Scenario: Current Investment Level

Year	PM	Budget	Rehabilitation	Preventative Maintenance	Surplus PM	Deferred	Stop Gap
2020	0%	\$550,000	II	\$0	Non-Project	\$0	\$1,668,144
			III	\$0			
			IV	\$0			
			V	\$0			
			Total	\$0			
			Project	\$544,534			
2021	31%	\$550,000	II	\$0	Non-Project	\$169,393	\$0
			III	\$375,710			
			IV	\$0			
			V	\$0			
			Total	\$375,710			
			Project	\$0			
2022	4%	\$550,000	II	\$0	Non-Project	\$25,323	\$0
			III	\$487,537			
			IV	\$31,887			
			V	\$0			
			Total	\$519,424			
			Project	\$0			
2023	15%	\$550,000	II	\$0	Non-Project	\$86,219	\$0
			III	\$310,638			
			IV	\$140,580			
			V	\$0			
			Total	\$451,218			
			Project	\$0			
2024	22%	\$550,000	II	\$96,910	Non-Project	\$121,976	\$0
			III	\$0			
			IV	\$304,434			
			V	\$0			
			Total	\$401,344			
			Project	\$0			

Summary

Functional Class	Rehabilitation	Prev. Maint.	Funded Stop Gap	Unmet Stop Gap
Arterial	\$1,169,266	\$97,562	\$2,975	\$0
Collector	\$266,026	\$46,339	\$725	\$0
Residential/Local	\$856,938	\$259,010	\$8,055	\$0
Grand Total:	\$2,292,230	\$402,911	\$11,755	\$0



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Scenarios - Network Condition Summary

Interest: 2%

Inflation: 3%

Printed: 3/30/2020

Scenario: Current Investment Level

Year	Budget	PM
2020	\$550,000	0%
2021	\$550,000	31%

Year	Budget	PM
2022	\$550,000	4%
2023	\$550,000	15%

Year	Budget	PM
2024	\$550,000	22%

Projected Network Average PCI by year

Year	Never Treated	With Selected Treatment	Treated Centerline Miles	Treated Lane Miles
2020	75	79	0.90	1.81
2021	72	79	1.07	2.14
2022	70	79	0.87	1.74
2023	68	79	0.65	1.31
2024	66	79	1.01	2.02

Percent Network Area by Functional Class and Condition Category

Condition in base year 2020, prior to applying treatments.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	13.2%	17.9%	31.9%	0.0%	63.0%
II / III	8.1%	1.2%	16.3%	0.0%	25.6%
IV	0.0%	0.0%	9.5%	0.0%	9.5%
V	0.0%	0.0%	1.9%	0.0%	1.9%
Total	21.3%	19.1%	59.6%	0.0%	100.0%

Condition in year 2020 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	13.2%	17.9%	40.6%	0.0%	71.7%
II / III	8.1%	1.2%	13.2%	0.0%	22.4%
IV	0.0%	0.0%	3.9%	0.0%	3.9%
V	0.0%	0.0%	1.9%	0.0%	1.9%
Total	21.3%	19.1%	59.6%	0.0%	100.0%

Condition in year 2024 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	21.3%	19.1%	43.8%	0.0%	84.2%
II / III	0.0%	0.0%	3.6%	0.0%	3.6%
IV	0.0%	0.0%	9.2%	0.0%	9.2%
V	0.0%	0.0%	3.0%	0.0%	3.0%
Total	21.3%	19.1%	59.6%	0.0%	100.0%

6.2 Maintain PCI

- 1. Cost Summary Report**
- 2. Network Condition Summary Report**



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Target-Driven Scenarios - Cost Summary

Interest: 2%

Inflation: 3%

Printed: 3/30/2020

Scenario: Maintain PCI	
Objective: Minimum Network Average PCI	Target: Overall 75

Year	Rehabilitation	Preventive Maintenance	Total Cost	Deferred
2020	II \$0	Non-Project \$33,788	\$209,876	\$1,840,690
	III \$176,088	Project \$0		
	IV \$0			
	V \$0			
	Total \$176,088			
	Project \$0			
2021	II \$0	Non-Project \$76	\$471,329	\$2,530,046
	III \$471,253	Project \$0		
	IV \$0			
	V \$0			
	Total \$471,253			
	Project \$0			
2022	II \$0	Non-Project \$63,111	\$547,352	\$1,957,100
	III \$484,241	Project \$0		
	IV \$0			
	V \$0			
	Total \$484,241			
	Project \$0			
2023	II \$94,088	Non-Project \$156,201	\$633,464	\$1,888,448
	III \$106,444	Project \$0		
	IV \$276,731			
	V \$0			
	Total \$477,263			
	Project \$0			
2024	II \$0	Non-Project \$142,051	\$552,610	\$1,694,781
	III \$0	Project \$0		
	IV \$410,559			
	V \$0			
	Total \$410,559			
	Project \$0			

Functional Class	Rehabilitation	Prev. Maint.	Summary	
Arterial	\$1,147,626	\$98,107		
Collector	\$258,277	\$45,678		
Residential/Local	\$613,501	\$251,442		
Total:	\$2,019,404	\$395,227	Grand Total:	\$2,414,631



TOWN OF YOUNTVILLE
6550 Yount St
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(707) 944-8851

Target-Driven Scenarios Network Condition Summary

Interest: 2.00%

Inflation: 3.00%

Printed: 3/30/2020

Scenario: Maintain PCI

Objective: Minimum Network Average PCI

Target: Overall 75

Projected Network Average PCI by year

Year	Never Treated	With Selected Treatment	Without Selected Treatment
2020	74	75	74
2021	72	75	72
2022	70	75	70
2023	68	75	68
2024	66	75	66

Percent Network Area by Functional Classification and Condition Class

Condition in base year 2020, prior to applying treatments.

Condition Class	Arterial	Collector	Res/Loc	Other	Total
I	13.2%	17.9%	31.9%	0.0%	63.0%
II / III	8.1%	1.2%	16.3%	0.0%	25.6%
IV	0.0%	0.0%	9.5%	0.0%	9.5%
V	0.0%	0.0%	1.9%	0.0%	1.9%
Total	21.3%	19.1%	59.6%	0.0%	100.0%

Condition in year 2020 after schedulable treatments applied.

Condition Class	Arterial	Collector	Res/Loc	Other	Total
I	15.7%	17.9%	31.9%	0.0%	65.5%
II / III	5.6%	1.2%	16.3%	0.0%	23.1%
IV	0.0%	0.0%	9.5%	0.0%	9.5%
V	0.0%	0.0%	1.9%	0.0%	1.9%
Total	21.3%	19.1%	59.6%	0.0%	100.0%

Condition in year 2024 after schedulable treatments applied.

Condition Class	Arterial	Collector	Res/Loc	Other	Total
I	21.3%	19.1%	37.4%	0.0%	77.8%
II / III	0.0%	0.0%	5.1%	0.0%	5.1%
IV	0.0%	0.0%	13.5%	0.0%	13.5%
V	0.0%	0.0%	3.6%	0.0%	3.6%
Total	21.3%	19.1%	59.6%	0.0%	100.0%

6.3 Increase PCI to 80

- 1. Cost Summary Report**
- 2. Network Condition Summary Report**



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Target-Driven Scenarios - Cost Summary

Interest: 2%

Inflation: 3%

Printed: 3/30/2020

Scenario: Increase PCI to 80

Objective: Minimum Network Average PCI

Target: By Year

Year	Value	Year	Value	Year	Value	Year	Value
Year 1	76	Year 2	77	Year 3	78	Year 4	79
Year 5	80						

Year	Rehabilitation	Preventive Maintenance	Total Cost	Deferred
2020	II \$0	Non-Project \$33,788	\$345,484	\$1,705,082
	III \$311,696	Project \$0		
	IV \$0			
	V \$0			
	Total \$311,696			
	Project \$0			
2021	II \$0	Non-Project \$61,050	\$874,270	\$1,987,430
	III \$813,220	Project \$0		
	IV \$0			
	V \$0			
	Total \$813,220			
	Project \$0			
2022	II \$91,347	Non-Project \$101,063	\$867,946	\$1,185,966
	III \$156,359	Project \$0		
	IV \$519,177			
	V \$0			
	Total \$766,883			
	Project \$0			
2023	II \$0	Non-Project \$86,219	\$847,193	\$849,674
	III \$0	Project \$0		
	IV \$760,974			
	V \$0			
	Total \$760,974			
	Project \$0			
2024	II \$0	Non-Project \$121,907	\$791,375	\$386,310
	III \$0	Project \$0		
	IV \$76,243			
	V \$593,225			
	Total \$669,468			
	Project \$0			

Functional Class	Rehabilitation	Prev. Maint.
Arterial	\$1,133,079	\$97,562
Collector	\$250,755	\$45,328
Residential/Local	\$1,938,407	\$261,137
Total:	\$3,322,241	\$404,027

Summary

Grand Total: \$3,726,268



TOWN OF YOUNTVILLE
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Target-Driven Scenarios Network Condition Summary

Interest: 2.00%

Inflation: 3.00%

Printed: 3/30/2020

Scenario: Increase PCI to 80

Objective: Minimum Network Average PCI

Target: By Year

Year	Value	Year	Value	Year	Value	Year	Value
Year 1	76	Year 2	77	Year 3	78	Year 4	79
Year 5	80						

Projected Network Average PCI by year

Year	Never Treated	With Selected Treatment	Without Selected Treatment
2020	74	76	74
2021	72	77	72
2022	70	78	70
2023	68	79	68
2024	66	80	66

Percent Network Area by Functional Classification and Condition Class

Condition in base year 2020, prior to applying treatments.

Condition Class	Arterial	Collector	Res/Loc	Other	Total
I	13.2%	17.9%	31.9%	0.0%	63.0%
II / III	8.1%	1.2%	16.3%	0.0%	25.6%
IV	0.0%	0.0%	9.5%	0.0%	9.5%
V	0.0%	0.0%	1.9%	0.0%	1.9%
Total	21.3%	19.1%	59.6%	0.0%	100.0%

Condition in year 2020 after schedulable treatments applied.

Condition Class	Arterial	Collector	Res/Loc	Other	Total
I	17.7%	17.9%	31.9%	0.0%	67.4%
II / III	3.7%	1.2%	16.3%	0.0%	21.2%
IV	0.0%	0.0%	9.5%	0.0%	9.5%
V	0.0%	0.0%	1.9%	0.0%	1.9%
Total	21.3%	19.1%	59.6%	0.0%	100.0%

Condition in year 2024 after schedulable treatments applied.

Condition Class	Arterial	Collector	Res/Loc	Other	Total
I	21.3%	19.1%	47.0%	0.0%	87.4%
II / III	0.0%	0.0%	3.7%	0.0%	3.7%
IV	0.0%	0.0%	7.5%	0.0%	7.5%
V	0.0%	0.0%	1.4%	0.0%	1.4%
Total	21.3%	19.1%	59.6%	0.0%	100.0%

SECTION 7

7.1 Sections Selected for Treatments under Scenario 1

7.2 Scenario Treatment Map for 2020 Project Period

7.3 Scenario Treatment Map for 2021 Project Period

7.4 Scenario Treatment Map for 2022 Project Period

7.5 Scenario Treatment Map for 2023 Project Period

7.6 Scenario Treatment Map for 2024 Project Period



TOWN OF YOUNTVILLE
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(707) 944-8851

Scenarios - Sections Selected for Treatment

Interest: 2.00%

Inflation: 3.00%

Printed: 3/30/2020

Scenario: Current Investment Level

Year	Budget	PM	Year	Budget	PM	Year	Budget	PM
2020	\$550,000	0%	2022	\$550,000	4%	2024	\$550,000	22%
2021	\$550,000	31%	2023	\$550,000	15%			

Year: 2020

											Treatment					
Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	PCI Before	PCI After	Cost	Rating	Treatment
**OAK CIRCLE	WASHINGTON ST.	OAK CIRCLE INTERSECTION	OAKCIR	10	841	24	20,184	R	AC	S1 - 2010 CIP SLURRY SEAL PLANNED	61	62	100	\$34,874	28,071	MILL AND THIN OVERLAY
**OAK LEAF COURT	OAK CIRCLE	375' N OF OAK CIR	OAKLEA	5	375	22	8,250	R	AC/AC		64	65	100	\$13,980	26,491	MILL AND THIN OVERLAY
											Treatment Total			\$48,854		
**HEATHER STREET	100' S/O OF MULBERRY ST.	OAK CIRCLE	HEATHE	20	565	28	15,820	R	AC		49	50	100	\$83,495	10,627	MILL AND THICK OVERLAY
**OAK CIRCLE	OAK CIRCLE INTERSECTION	1410' EAST OF INTERSECTION	OAKCIR	20	1,410	25	35,250	R	AC		38	39	100	\$186,042	11,421	MILL AND THICK OVERLAY
**OAK CIRCLE	1410' EAST OF OAK CIR. INTERSC	OAK CIRCLE INTERSECTION	OAKCIR	30	1,196	28	33,488	R	AC		41	42	100	\$176,743	11,261	MILL AND THICK OVERLAY
**OAK LEAF COURT	375' N OF OAK CIR	END	OAKLEA	15	390	24	9,360	R	AC		34	35	100	\$49,400	11,571	MILL AND THICK OVERLAY
											Treatment Total			\$495,680		
Year 2020 Area Total							122,352		Year 2020 Total			\$544,534				

Year: 2021

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
CREEK STREET	WASHINGTON ST.	JEFFERSON ST.	CREEK	10	248	26	6,448	R	AC		81	79	87	\$10,516	7,767	MICROSURFACING
FINNELL ROAD	YOUNT ST	166' WEST OF HOPPER CREEK	FINNELL	03	425	36	21,276	C	AC/AC		79	78	86	\$34,698	16,577	MICROSURFACING
FINNELL ROAD	166' WEST OF HOPPER CREEK	HOPPER CREEK	FINNELL	5-8	166	43	7,138	C	AC/AC		76	75	84	\$11,641	11,754	MICROSURFACING
JACKSON STREET	WASHINGTON ST.	LINCOLN AVE.	JACKSO	10	341	50	17,050	R	AC		74	73	81	\$27,806	11,182	MICROSURFACING
LINCOLN AVENUE	JACKSON ST.	WASHINGTON ST.	LINCOL	10	501	40	20,040	R	AC		79	77	85	\$32,682	8,044	MICROSURFACING
MADISON STREET	HWY 29 RIGHT OF WAY	WASHINGTON ST.	MADISO	10	440	30	13,200	A	AC		78	77	85	\$21,527	11,678	MICROSURFACING
STARKEY AVENUE	WASHINGTON ST.	JEFFERSON ST.	STARKEY	10	350	30	10,500	R	AC		78	76	84	\$17,124	8,137	MICROSURFACING
STARKEY AVENUE	JEFFERSON ST.	YOUNT STREET.	STARKEY	20	300	27	8,100	R	AC		74	72	81	\$13,210	8,209	MICROSURFACING

** - Treatment from Project Selection



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Scenarios - Sections Selected for Treatment

Interest: 2.00%

Inflation: 3.00%

Printed: 3/30/2020

Scenario: Current Investment Level

										Treatment Total		\$169,204				
HARVEST COURT	HERITAGE WY	DEAD END	HARVES	10	288	31	8,928	R	AC	79	77	79	\$66	439,766	SEAL CRACKS	
HERITAGE COURT	HERITAGE WAY	DEAD END	HERICT	10	213	28	5,964	R	AC	78	76	78	\$47	435,299	SEAL CRACKS	
HUMBOLDT STREET	WASHINGTON ST.	YOUNT ST.	HUMBLT	10	309	37	11,433	R	AC	81	79	81	\$76	453,048	SEAL CRACKS	
										Treatment Total		\$189				
FOXGLOVE LANE	LANDE WAY	FORRESTER LN.	FOXGLO	10	437	24	10,488	R	AC	62	61	100	\$54,662	9,251	MILL AND THIN OVERLAY	
WASHINGTON STREET	N/S MADISON ST.	N/S HOPPER CREEK BRIDGE	WASHIN	20	870	40	34,800	A	AC	67	65	100	\$181,371	13,875	MILL AND THIN OVERLAY	
WASHINGTON STREET	N/S HOPPER CREEK	N/S WEBBER AVE	WASHIN	25	475	32	15,200	A	AC/PCC	66	65	100	\$79,220	13,539	MILL AND THIN OVERLAY	
WASHINGTON STREET	N/S YOUNT ST (HURLEYS)	N/S MULBERRY ST	WASHIN	35	290	40	11,600	A	AC	67	66	100	\$60,457	13,545	MILL AND THIN OVERLAY	
										Treatment Total		\$375,710				
Year 2021 Area Total							202,165			Year 2021 Total		\$545,103				
Year: 2022																
Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
HARVEST COURT	HERITAGE WY	DEAD END	HARVES	10	288	31	8,928	R	AC		79	78	86	\$14,997	7,765	MICROSURFACING
HERITAGE COURT	HERITAGE WAY	DEAD END	HERICT	10	213	28	5,964	R	AC		78	77	85	\$10,019	7,856	MICROSURFACING
										Treatment Total		\$25,016				
YOUNTVILLE CROSS ROAD	YOUNT ST.	TOWN LIMITS	YNTVIL	10	1,286	33	42,438	A	AC		83	78	80	\$307	519,338	SEAL CRACKS
										Treatment Total		\$307				
WASHINGTON STREET	N/S WEBBER AVE	N/S YOUNT ST	WASHIN	30	1,215	28	34,020	A	AC/PCC		67	64	100	\$182,625	13,435	MILL AND THIN OVERLAY
WASHINGTON STREET	N/S MULBERRY ST	N/S OAK CIRCLE	WASHIN	40	680	40	27,200	A	AC/PCC		71	68	100	\$146,014	12,097	MILL AND THIN OVERLAY
WASHINGTON STREET	N/S CALIFORNIA DR	S/S CHAMPAGNE DR	WASHIN	50	740	40	29,600	A	AC		70	66	100	\$158,898	13,268	MILL AND THIN OVERLAY
										Treatment Total		\$487,537				
MULBERRY STREET	WASHINGTON ST.	DEAD END	MULBER	05	165	24	3,960	R	AC		48	44	100	\$31,887	7,272	MILL AND THICK OVERLAY
										Treatment Total		\$31,887				
Year 2022 Area Total							152,110			Year 2022 Total		\$544,747				

** - Treatment from Project Selection



TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Scenarios - Sections Selected for Treatment

Interest: 2.00%

Inflation: 3.00%

Printed: 3/30/2020

Scenario: Current Investment Level

Year: 2023

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
HUMBOLDT STREET	WASHINGTON ST.	YOUNT ST.	HUMBLT	10	309	37	11,433	R	AC		81	78	86	\$19,781	7,512	MICROSURFACING
VISTA DRIVE	FORRESTER LN.	FINNELL RD.	VISTDR	10	960	40	38,400	R	AC/AC		83	79	87	\$66,438	8,592	MICROSURFACING
Treatment Total											\$86,219					
CALIFORNIA DRIVE	SOLANO AVE	WASHINGTON ST.	CALIF	10	650	35	22,750	C	AC		69	61	100	\$125,790	10,676	MILL AND THIN OVERLAY
WASHINGTON STREET	N/S OAK CIRCLE	N/S CALIFORNIA DR	WASHIN	45	557	40	22,280	A	AC/PCC		71	66	100	\$123,191	12,381	MILL AND THIN OVERLAY
WEBBER AVENUE	WASHINGTON ST.	YOUNT ST.	WEBBER	20	413	27	11,151	R	AC	S1 - 2010 CIP SLURRY SEAL PLANNED	67	63	100	\$61,657	8,667	MILL AND THIN OVERLAY
Treatment Total											\$310,638					
WASHINGTON STREET	S/S CHAMPAGNE DR	TOWN LIMITS	WASHIN	55	565	30	16,950	A	AC/PCC		55	47	100	\$140,580	10,802	MILL AND THICK OVERLAY
Treatment Total											\$140,580					
Year 2023 Area Total							122,964		Year 2023 Total			\$537,437				

Year: 2024

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
JEFFERSON STREET	STARKEY AVE	WEBBER ST	JEFFER	30	680	38	25,840	R	AC		85	79	87	\$46,049	7,081	MICROSURFACING
YOUNTVILLE CROSS ROAD	YOUNT ST.	TOWN LIMITS	YNTVIL	10	1,286	33	42,438	A	AC		83	75	83	\$75,627	9,042	MICROSURFACING
Treatment Total											\$121,676					
WASHINGTON STREET	TOWN LIMITS	N/S MADISON ST.	WASHIN	10	1,088	25	27,200	A	AC/PCC		72	65	75	\$96,910	7,432	MICROSURFACING WITH 20% DIGOUTS
Treatment Total											\$96,910					
JACKSON STREET	WASHINGTON ST.	LINCOLN AVE.	JACKSO	10	341	50	17,050	R	AC		74	78	80	\$130	576,445	SEAL CRACKS
MADISON STREET	HWY 29 RIGHT OF WAY	WASHINGTON ST.	MADISO	10	440	30	13,200	A	AC		78	78	80	\$101	583,434	SEAL CRACKS
STARKEY AVENUE	JEFFERSON ST.	YOUNT STREET.	STARKY	20	300	27	8,100	R	AC		74	76	78	\$69	398,132	SEAL CRACKS
Treatment Total											\$300					
JASMINE STREET	LANDE WAY	FORRESTER LN.	JASMIN	10	429	24	10,296	R	AC		51	42	100	\$87,955	6,940	MILL AND THICK OVERLAY

** - Treatment from Project Selection

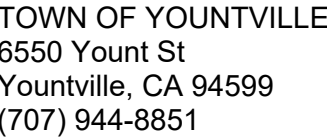


TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Scenarios - Sections Selected for Treatment

Interest: 2.00% Inflation: 3.00% Printed: 3/30/2020
Scenario: Current Investment Level

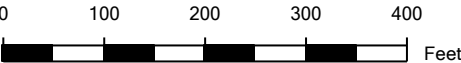
Year: 2024																
Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
SOLANO AVENUE	1670' SE OF CALIFORNIA DR	TOWN LIMITS	SOLANO	15	513	32	16,416	C	AC/AC		52	42	100	\$140,236	7,784	MILL AND THICK OVERLAY
VISTA COURT	VISTA DRIVE	DEAD END	VISTCT	10	255	35	8,925	R	AC		52	44	100	\$76,243	6,893	MILL AND THICK OVERLAY
											Treatment Total		\$304,434			
							Year 2024 Area Total		169,465		Year 2024 Total		\$523,320			
								Grand Total Section Area:		769,056		Grand Total		\$2,695,141		



Current Investment Level - 2020 Project Period - Printed: 3/30/2020

Current Investment Level - 2020 Project Period - Printed: 3/30/2020

 MILL AND THICK OVERLAY
 MILL AND THIN OVERLAY





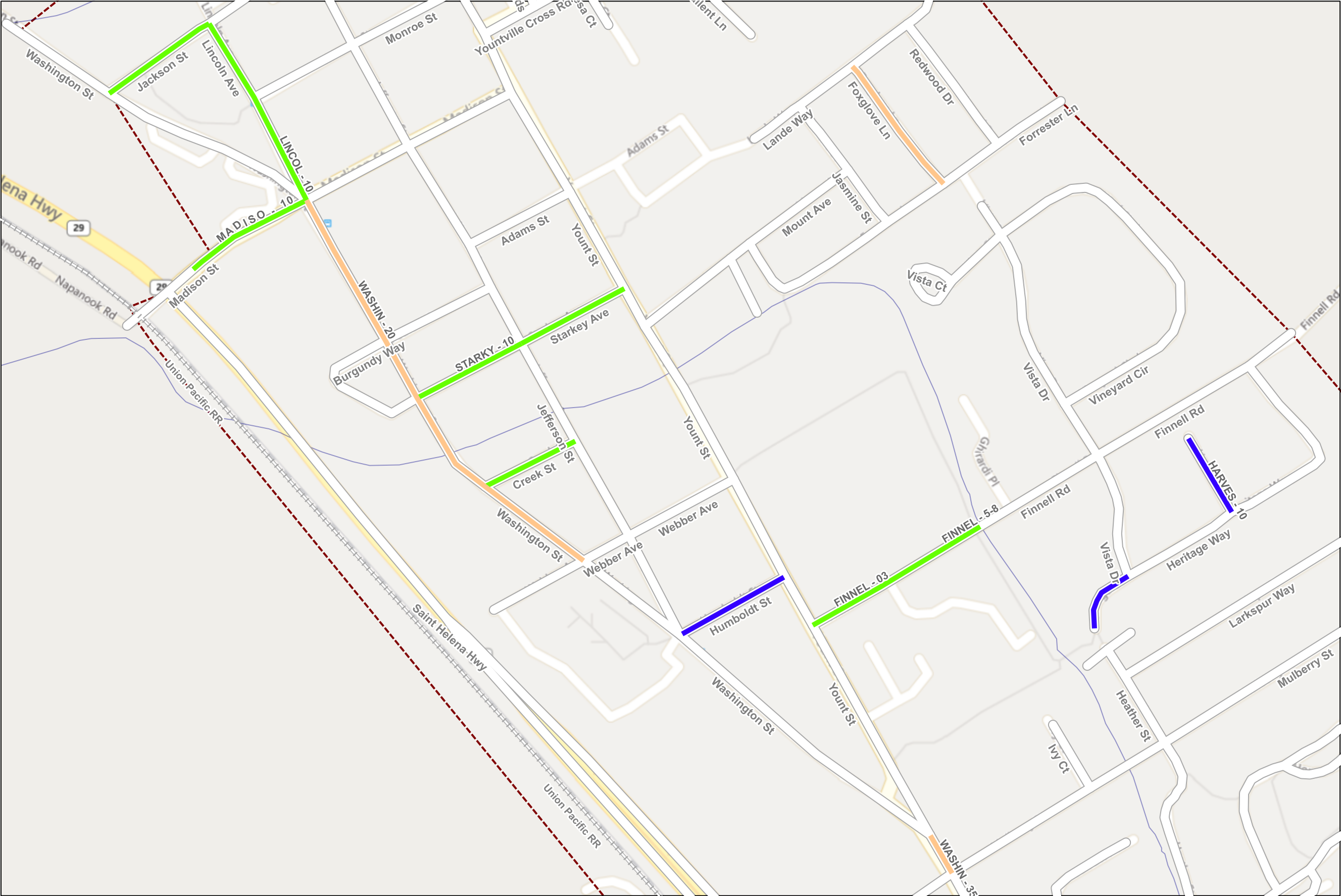
TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Scenario Treatments

Current Investment Level - 2021 Project Period - Printed: 3/30/2020

Feature Legend

- MICROSURFACING
- MILL AND THIN OVERLAY
- SEAL CRACKS





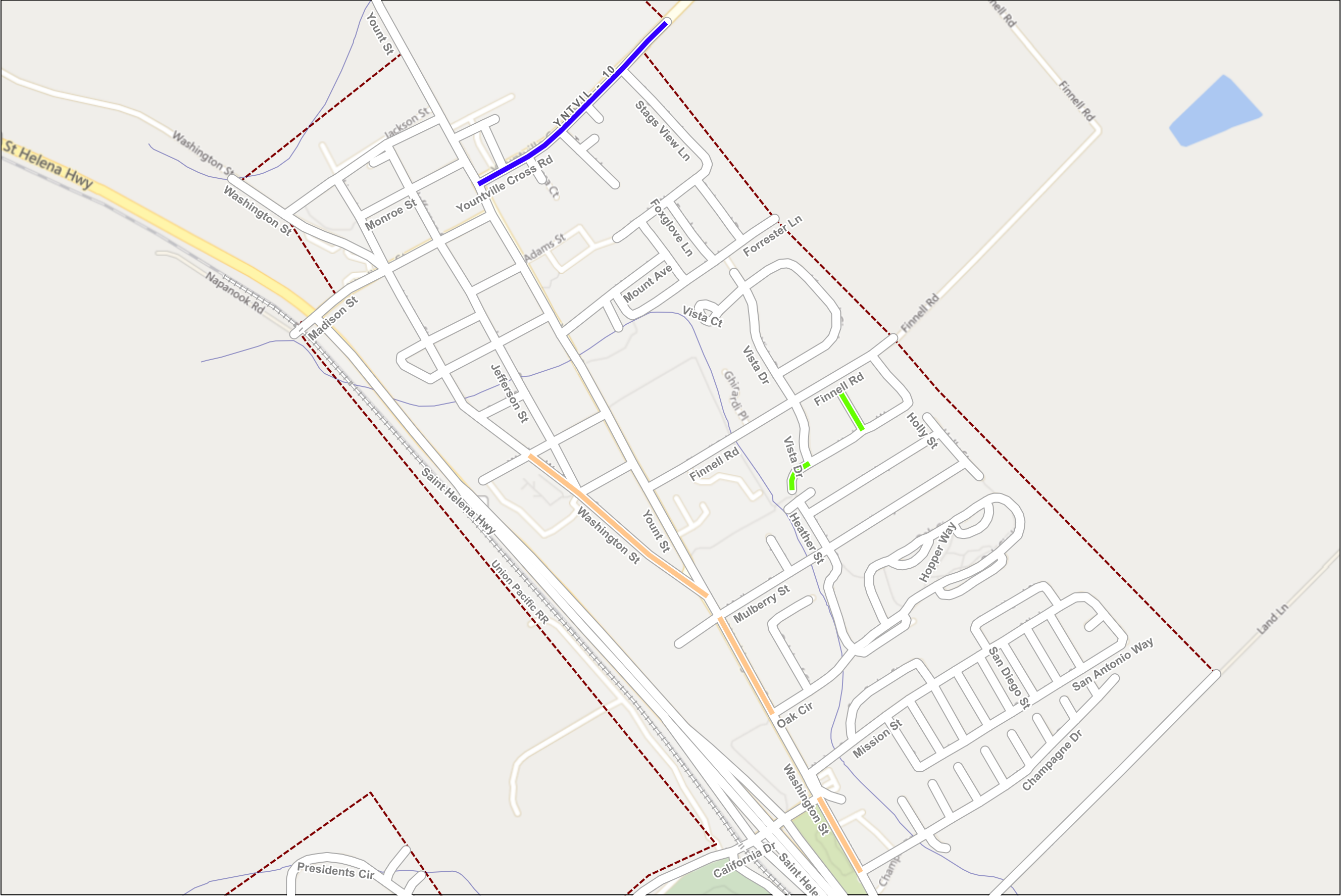
TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Scenario Treatments

Current Investment Level - 2022 Project Period - Printed: 3/30/2020

Feature Legend

- MICROSURFACING
- MILL AND THIN OVERLAY
- SEAL CRACKS





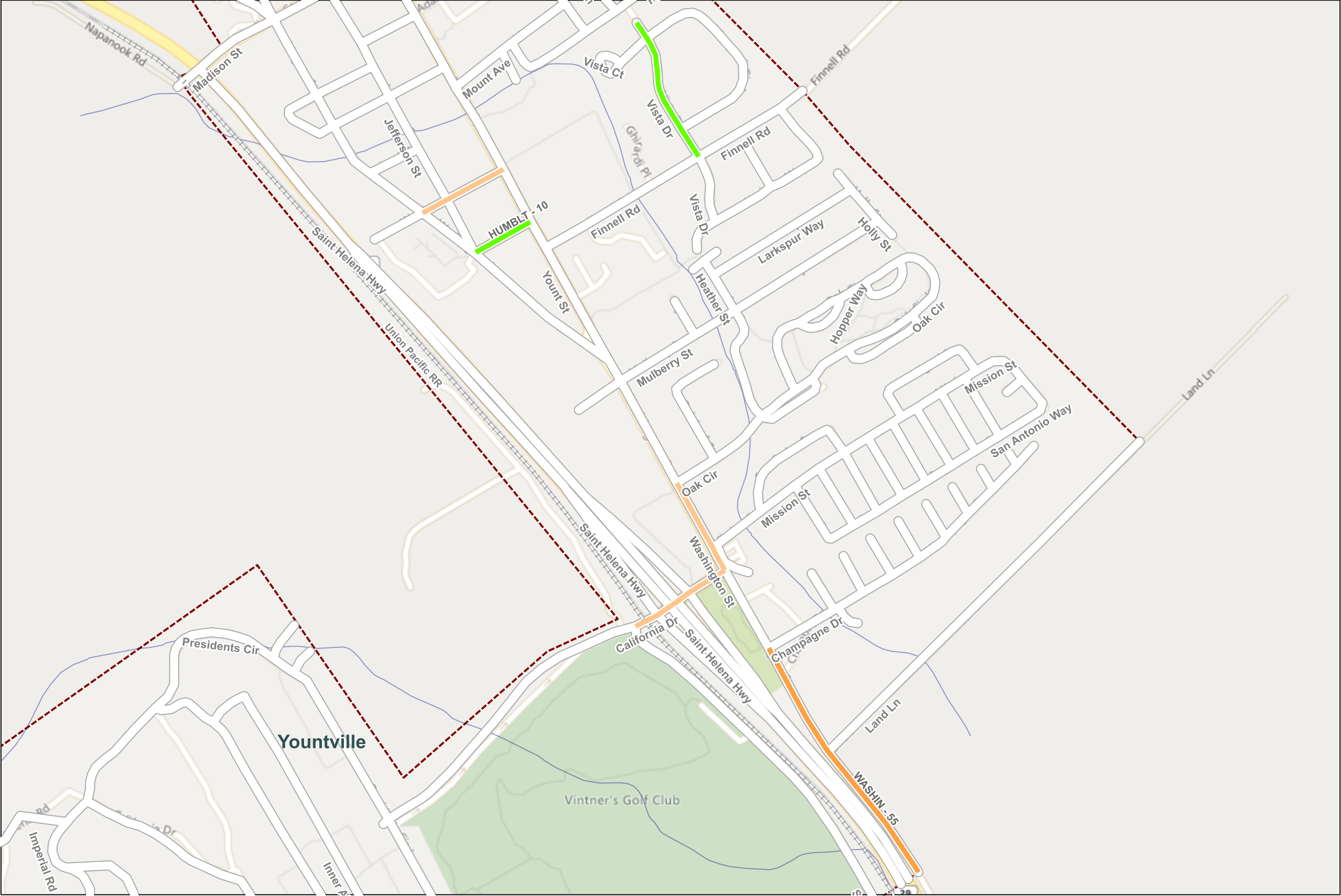
TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Scenario Treatments

Current Investment Level - 2023 Project Period - Printed: 3/30/2020

Feature Legend

- MICROSURFACING
- MILL AND THICK OVERLAY
- MILL AND THIN OVERLAY





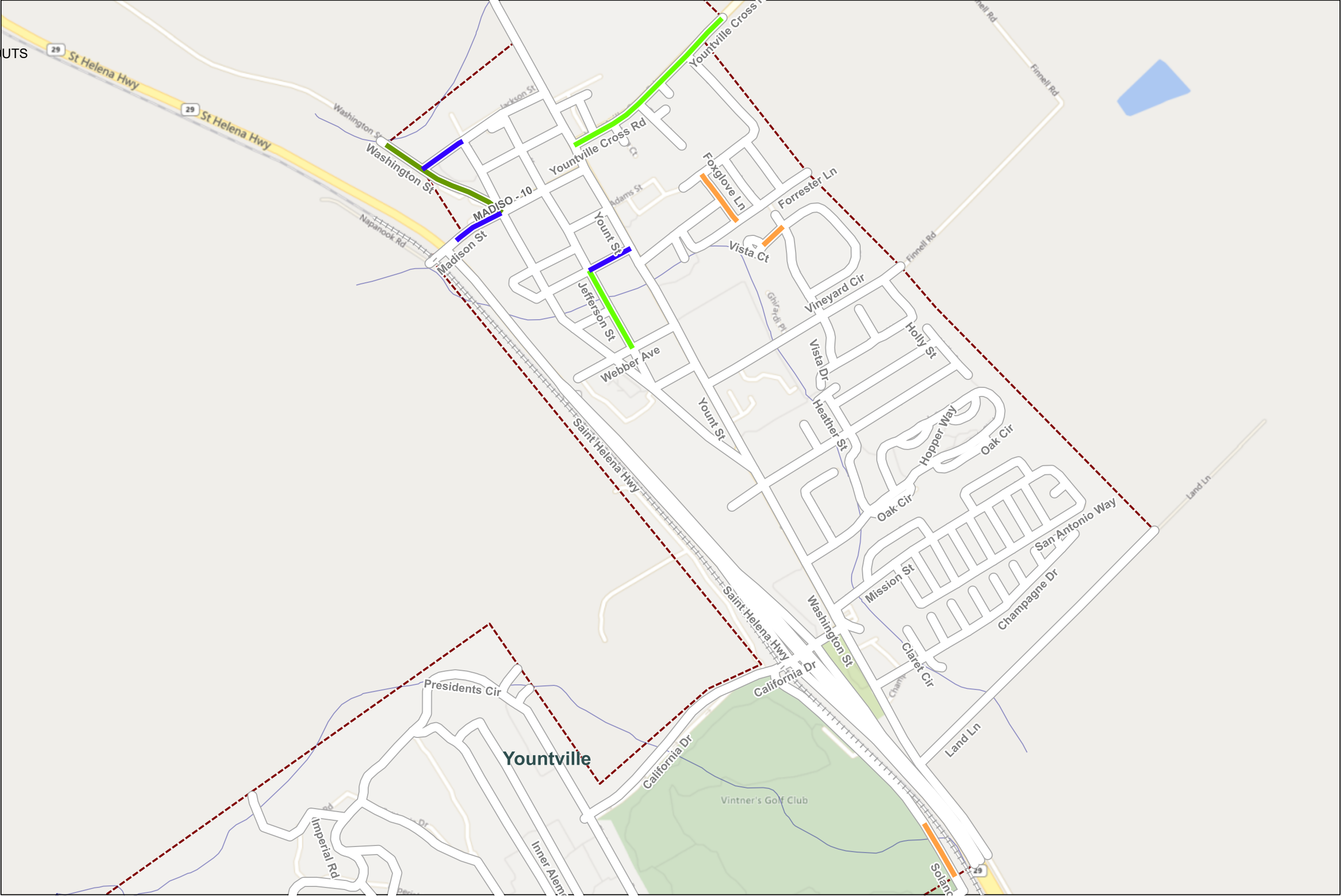
TOWN OF YOUNTVILLE
6550 Yount St
Yountville, CA 94599
(707) 944-8851

Scenario Treatments

Current Investment Level - 2024 Project Period - Printed: 3/30/2020

Feature Legend

- MICROSURFACING
- MICROSURFACING WITH 20% DIGOUTS
- MILL AND THICK OVERLAY
- SEAL CRACKS



SECTION 8

Quality Monitoring Report

QUALITY MONITORING REPORT

Yountville, CA

October 2019

Quality Engineering Solutions, Inc. (QES) successfully completed the pavement distress data collection on 100% of the street network in the Town of Yountville between August 20, 2019 and August 21, 2019. All production level surveys were completed by Jason Clinton, the distress rating lead. Documented in this letter report are the results of the quality monitoring process completed by QES in preparation for, and during the field data collection effort.

Rater Training and Control Site Rater Calibration

Rater training began in April 2019 with a review of the MTC StreetSaver manuals:

- Pavement Condition Index Distress Identification Manual for Flexible Pavements, March 2016 Fourth Edition
- Pavement Condition Index Distress Identification Manual for Rigid Pavements, March 2016 Third Edition

This training was completed by Ryan Finley and Mr. Clinton. The training was followed by independent rating of 10 asphalt control sites located around Reno, Nevada. Mr. Finley's ratings were used as the "ground truth" for this comparison. Mr. Clinton met the requirements on the first round of ratings. These results are documented in Form 1.

Office Checks

The rating database was checked for completeness and reasonableness. The data was loaded into the StreetSaver database and the report "PCI Difference Between Inspections" was executed by Mr. Finley. Mr. Finley reviewed the past and present data for all sections with differences between inspections of more than 15 PCI points, looking for maintenance or rehabilitation as well as consistency of the reported data. The results of the office check are summarized in Form 2. There were a total of 4 sections where the difference in PCI was greater than 15 points and the data for each of these sections was reviewed. For 3 sections with large decreases in PCI, an increase in quantities of medium and/or high severity alligator cracking was the primary driving force for the decline in PCI. A total of 1 section experienced a significant increase in PCI which was due to M&R work. As for the updated network PCI, the PCI was a 73 pre-survey and remained a 73 post-survey.

On-Site Consistency Check

In an effort to determine the on-site consistency, Jason Clinton re-surveyed total of 4 randomly selected sections over the data collection period. All of Mr. Clinton's 4 sections were within 5 PCI points of the original sample thus passing the minimum threshold of 90%. These surveys were not necessarily conducted on the exact piece of pavement as the original sample, since the

inspection units were not routinely marked during surveys. The results of these surveys were within our allowable range and are documented in the attached Form 3.

Independent Quality Assurance Check

Finally, an independent quality assurance check was completed, as documented in Form 4 and the attached table of sections. Prior to beginning any surveys, a 5% random sample of all management sections was selected by Mr. Finley, the Staff Engineer. An independent rating team led by Mr. Finley and supported by Douglas Frith recorded detailed description locations of inspections units and conducted a “ground truth” distress rating. During the survey, Mr. Clinton surveyed the inspection units identified for these select management sections. These results were compared daily, as sections were surveyed. The results of this independent quality assurance rating are provided on Form 4, and all ratings fell within the allowable range.

Summary

The quality monitoring was completed per the submitted Quality Monitoring Plan. We believe this will ensure high quality pavement distress data is used in StreetSaver and will result in valid PCI numbers as well as reasonable pavement management recommendations.

FORMS

Control Site Rater Certification

Rater: Jason Clinton

Date: 4/1/2019

Survey Method: StreetSaver

Results				
Site #	Location	Ground Truth PCI	Rater PCI	Difference Δ PCI
1	Jones Street	79	77	2
2	6th Street, East	7	18	-11
3	6th Street, West	62	67	-5
4	White Fir Street	74	66	8
5	Damselfly Drive	27	32	-5
6	River Park Court	75	75	0
7	Riverberry Drive	39	32	7
8	Idlewild Drive	39	44	-5
9	Riviera Street	74	75	-1
10	11th Street	12	23	-11

Result:

PASS

FAIL

Certified by:



Date: 4/1/19

Office Check and PCI Comparison

Data Set: Yountville

Date Imported: 10-Oct-19

Number of Mangement Sections Loaded: 72

Number of Management Sections with \triangle PCI > 15: 4

(Percent of Sections) 5.6%

Number of differences explained by M&R 1

(Percent of Sections) 1.4%

Comments:

For sections that declined by more than 15 PCI points, the primary driver for the decline appears to be due to the inclusion and/or increase of moderate and/or high severity alligator cracking. For the one section with a PCI increase of more than 15 PCI points, the pavement surface was new due to recent M&R work.

Certified by:



Date: 10/10/19

ON-SITE REPEATABILITY CHECKS

City: Yountville

Week Ending: 24-Aug-19

Survey Team: Jason Clinton

Number of Sections with Duplicate Surveys: 4

Percent of Sections with Duplicate Surveys: 5.6%
(5% Minimum)

Number of Sections Passing Comparison: 4
(+/- 5 PCI Points)

Percent of Sections Passing Comparison: 100.0%
(90% Minimum)

Comments: All 4 repeatability sections fell within 5 PCI points.

QC Result:

PASS

FAIL

Certified by: 

Date: 8/23/19

ON-SITE SUPERVISORY QUALITY CHECKS

Survey Team: Jason Clinton City: Yountville

Supervisor Team: Ryan Finley

Number of Sections with Duplicate Surveys: 4

Percent of Sections with Duplicate Surveys: 5.6%
(5% Minimum)

Percent of Sections Passing Comparison: 75%
(+/- 5 PCI Points, 50% Minimum)

Percent of Sections Passing Comparison: 100%
(+/- 15 PCI Points, 90% Minimum)

Comments: For 1 section, the difference in PCI was 6 points which was due to
the Survey Team identifying a slightly higher quantity of medium severity
alligator cracking than the Supervisor Team.

QA Result:

PASS

FAIL

Certified by: 

Date: 8/23/19

QA INSPECTION UNITS

Street ID	Section ID	Street Name	Begin Location	End Location	Sec. Len	Surface Type	Units	Samp. Width	Insp Len	PCI	From Description	To Description
LANDE	05	LANDE WAY	ADAMS	29 LANDE WAY (PVMNT CHG)	501	A - AC	1	27	100	89	Start at light pole at house #33	End 100' towards Yount Street
MESA	10	MESA COURT	YOUNTVILLE CROSS RD.	DEAD END	280	A - AC	1	15	100	43	Start at pavement transition	End 100' south
MOUNT	25	MOUNT AVENUE	YOUNT ST.	JASMINE ST	749	O - AC/AC	1	24	100	65	Start at mailbox	End 100' towards Yount Street
YNTMIL	05	YOUNT MILL ROAD	END OF YOUNT STREET	643' NORTH OF YOUNT STREET.	643	A - AC	1	23	100	34	Start at pavement transition	End 100' towards city limits

Town of Yountville Pavement Condition Index Update April 2020

Presented by:
Joe Tagliaboschi, Public Works Director



Town of Yountville
"The Heart of the Napa Valley"



Yount Street Reconstruct (FDR)

\$445,052.20



Street Network Average by Class



Street Network Statistics and Average PCI by Functional Class				
Functional Class	Total Sections	Total Centerline Miles	Total Lane Miles	PCI
Arterial	12	1.68	3.36	73
Collector	10	1.36	2.71	87
Residential/Local	50	5.25	10.50	77
Total	72	8.29	16.57	
Overall Network PCI as of 4/20/2020:				78

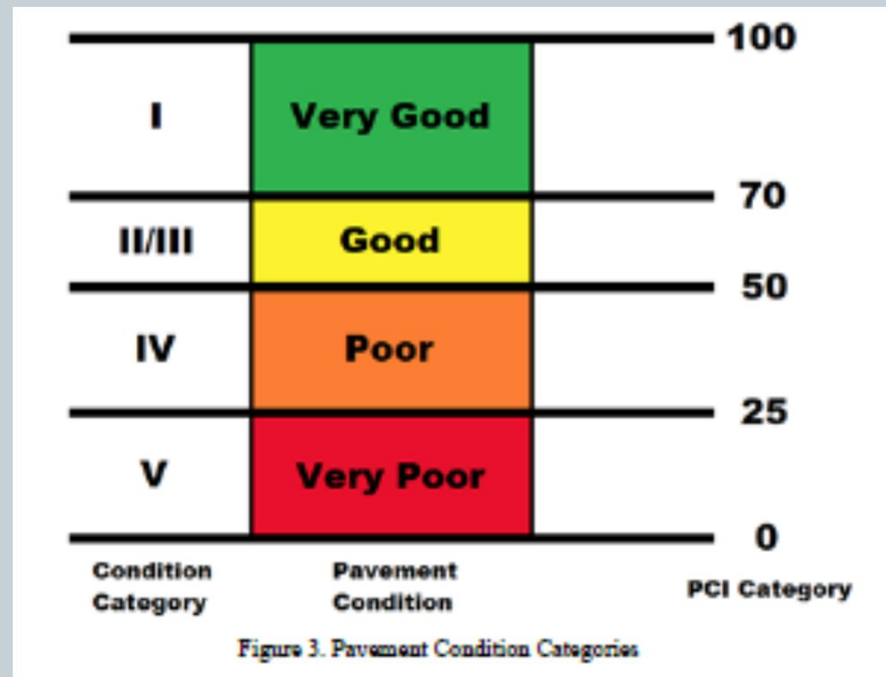


Streets by Functional Classification



- Arterial- Madison, Washington, Yountville Cross
- Collector- Solano, California , Yount , Finnell
- Residential/Local- all other streets

Pavement Condition Categories





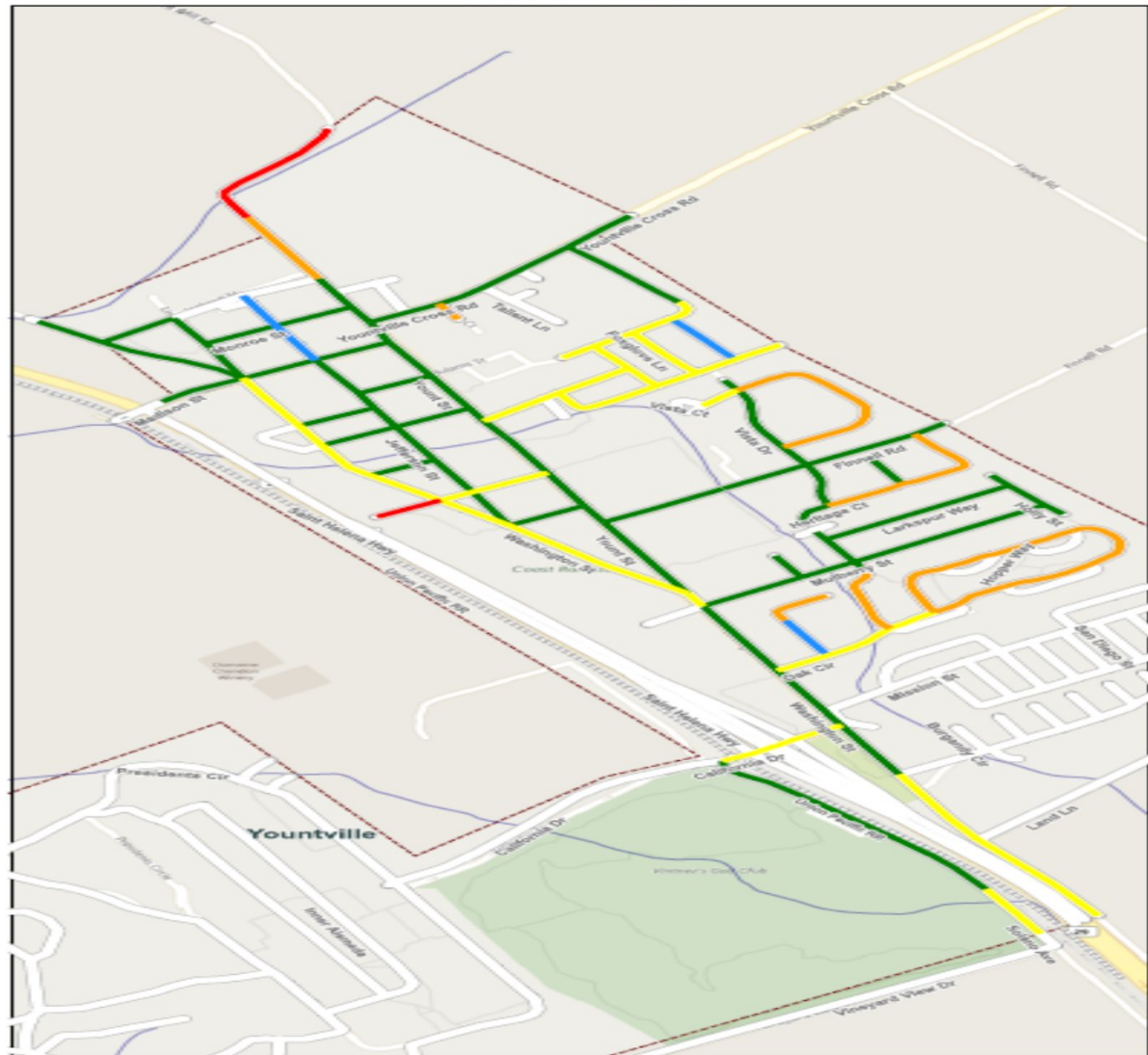
TOWN OF YOUNTVILLE
5500 Yount St
Yountville, CA 94599
(707) 944-8851

Figure 9. Current PCI Condition

Printed: 3/30/2020

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor



Pavement Condition Summary

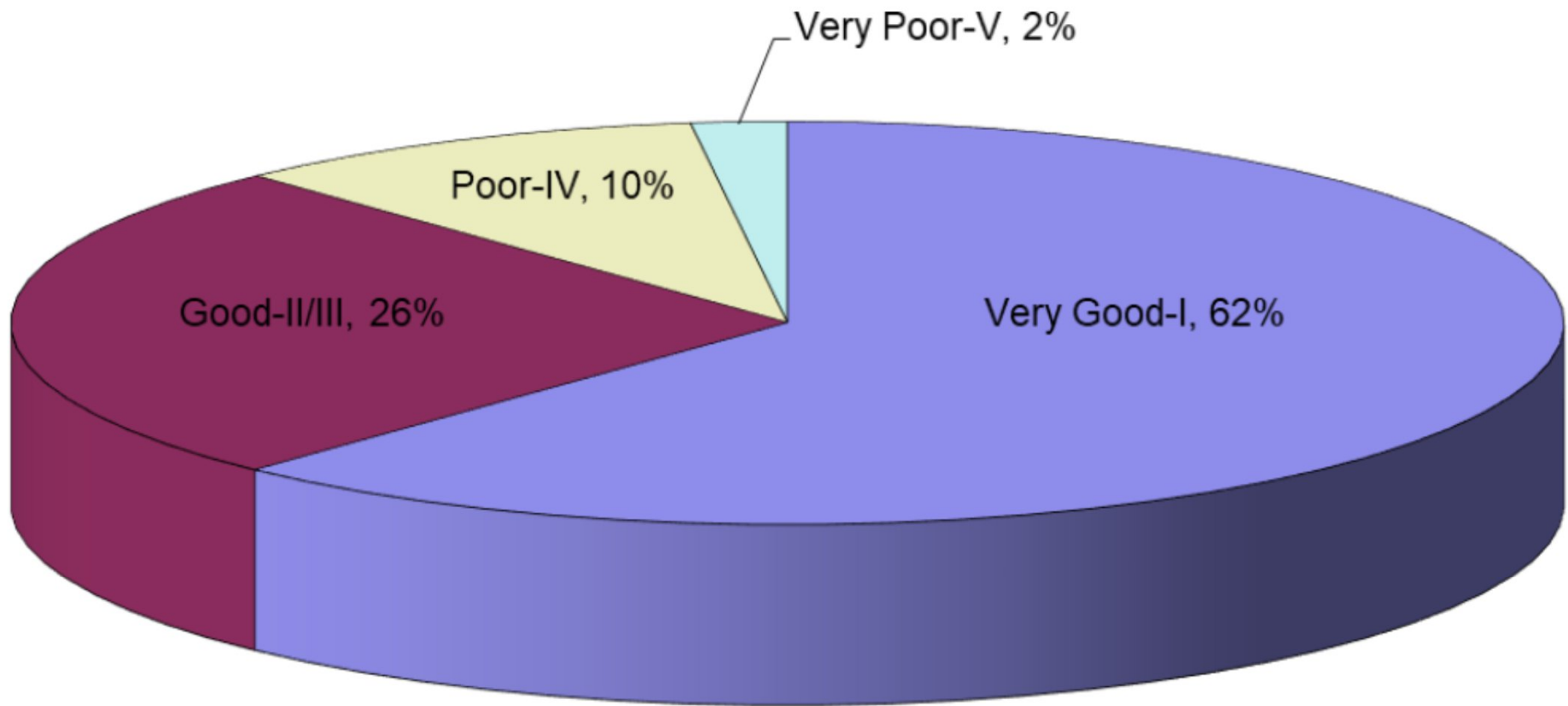


Figure 8. Pavement Condition Summary by Condition Categories

Typical Examples by Class



Adams Street- Very Good



Figure 7. 'Very Poor' Condition Category – Yount Mill Road

Yount Mill Road- Very Poor



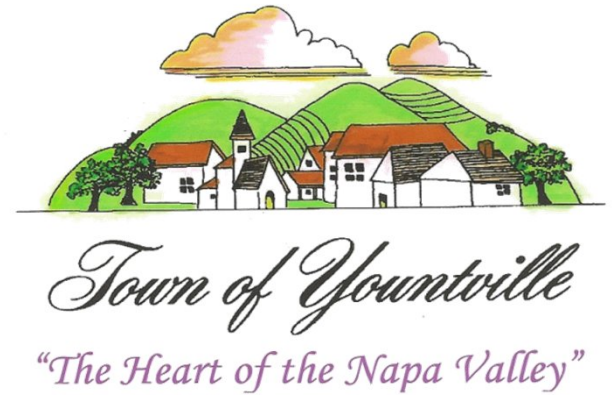
Yount Street (prior to reconstruct) -Poor

Maintenance Descriptions MOE and Measure T Revenues



- Light Maintenance- Micro Surface
- Heavy Maintenance- Dig out with Micro Surface
- Light Rehab- 2" Overlay or Mill and Fill
- Heavy Rehab- Reconstruction
- Measure T Projects: 2019/20
 - Yount Street Reconstruct- \$453,862
 - 2019 Microsurfacing- \$157,049
- Measure T Revenues -\$548,678 (PreCOVID19 AVG)

Measure T Projects



COMMENTS
OR
QUESTIONS?