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Clerk of the Napa County Board of Supervisors
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Napa, California 94559

City Clerk
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Napa, California 94559

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APNs: 003-272-013, 003-272-014

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Napa County Agreement No. 7191
City of Napa Agreement No. 9831

**AMENDMENT NO. 1
OPERATIONS AND USE AGREEMENT
FOR THE FIFTH STREET PARKING GARAGE**

This Amendment No. 1 ("Amendment") to the Operations and Use Agreement for the Fifth Street Parking Garage ("Agreement") is made and entered into as of this ____ day of _____, 2023, by and between Napa County, a political subdivision of the State of California ("County"), the City of Napa, a California charter city ("City"), Channel Properties Inc., a California corporation ("Riverfront"), and Napa Mill, LLC, a California limited liability company ("Mill"). Riverfront and Mill are referred to collectively in this Agreement as "Participants."

RECITALS

- A. On March 17, 2009, the City, County, Participants and Andrea Schrader, an individual ("Schrader") entered into the Agreement for the operations and use of the Fifth Street Parking Garage ("Garage"), on file with the County as Agreement No. 7191, and on file with the City as Agreement No. 9831.
- B. The County is responsible for maintenance of the Garage under Section 4.7 of the Agreement, including major capital improvements to the Garage under Section 5.6 of the Agreement; and

C. The County is working on a project to increase the number of electric vehicle charging stations on the first floor of the Garage from two to twelve public charging stations (“Project”), including one charging station designated for vehicles displaying disabled person parking placards or license plates (“ADA charging station”).

D. The Project will reduce the number of Joint Use Parking Spaces on the first floor by two, add one ADA Parking Space, resulting in a net reduction of the total number of parking spaces on the first floor of the Garage by one space.

E. On April 25, 2013, Schrader transferred her interest in the Garage to Mill, and on June 6, 2013, Mill transferred half of that interest to Riverfront, as permitted by section 7.2 of the Agreement, such that Mill and Riverfront have greater but still equal interests in the Garage and Schrader’s interest is extinguished.

F. The list of County holidays in Exhibit E to the Agreement is from 2009 and needs to be updated.

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, City and County hereby agree as follows:

AMENDMENT

1. Section 3.1 of the Agreement is amended in its entirety to read as follows:

3.1 Number of Spaces. The Garage has 484 automobile parking spaces located as follows:

First level	104 Regular Parking Spaces 5 ADA Parking Spaces
Second level	121 Regular Parking Spaces 2 ADA Parking Spaces
Third level	121 Regular Parking Spaces 2 ADA Parking Spaces
Fourth level	127 Regular Parking Spaces 2 ADA Parking Spaces
TOTAL:	484 Parking Spaces

In addition, there are 10 Motorcycle Parking Spaces on the second level of the Garage.

2. Section 3.2 of the Agreement is amended in its entirety to read as follows:

3.2 Allocation of Spaces.

(a) First level. On the first level of the Garage, the spaces shall be allocated as follows:

City Use Parking Spaces:	85 Regular Parking Spaces
Joint Use Parking Spaces:	19 Regular Parking Spaces
Joint Use Parking Spaces:	5 ADA Parking Spaces

(b) Second level. On the second level of the Garage, the spaces shall be allocated as follows:

Joint Use Parking Spaces:	121 Regular Parking Spaces
Joint Use Parking Spaces:	2 ADA Parking Spaces
Joint Use Parking Spaces:	10 Motorcycle Parking Spaces

(c) Third level. On the third level of the Garage, the spaces shall be allocated as follows:

Participant Use Parking Spaces: Riverfront	60 Regular Parking Spaces
Participant Use Parking Spaces: Mill	60 Regular Parking Spaces
Shared Participant Use Parking Spaces:	2 ADA Parking Spaces
Shared Participant Use Parking Spaces:	1 Regular Parking Space

(d) Fourth level. On the fourth level of the Garage, the spaces shall be allocated as follows:

County Exclusive Parking Spaces:	85 Regular Parking Spaces
Joint Use Parking Spaces:	42 Regular Parking Spaces
Joint Use Parking Spaces:	2 ADA Parking Spaces

3. The Project shall be funded in part by Seventy-Six Thousand Dollars (\$76,000) drawn from the Capital Expense Reserve Designation established by the parties pursuant to Section 5.6 of the Agreement. All additional costs of the Project, estimated to be Five Hundred Forty-Nine Thousand Two Hundred and Ninety-Nine Dollars (\$549,299), shall be paid by County. In recognition of County's contribution to the Project beyond that of the other parties, the relative percentages of contribution to the construction of the Garage set forth in Section 6.1(d), used for calculating each party's share of Remaining Garage Funds and insurance deductibles, are adjusted as follows:

City:	30.14%
County:	45.10%
Riverfront:	12.38%
Mill:	12.38%

4. The parties acknowledge that Schrader is no longer a party or Participant under this Agreement. All former rights and obligations of Schrader under the Agreement have been assumed, and shall be shared equally, by Mill and Riverfront, including but not limited to Schrader's Net Requirement Share under Section 5.5(c).

5. The parties acknowledge that reducing the number of Joint Use Parking Spaces by two, and the total number of parking spaces in the Garage by one, to accommodate the new electric vehicle charging stations would lead to a small (less than 0.2%) adjustment to the relative Net Requirement Shares set forth in Section 5.5(c) if they were recalculated: the Net Requirement Shares of the County and City would be slightly reduced, while those of the Participants would slightly increase. The parties agree, however, that in recognition of the public benefits of providing more electric vehicle charging stations, the Net Requirement Shares shall remain unchanged.

6. Exhibits D (Allocation of Spaces in the Garage) and E (County Holidays) to the Agreement are replaced with Exhibits D-1 and E-1, respectively, attached hereto and hereby incorporated by reference. References to Exhibits D and E in the Agreement shall mean Exhibits D-1 and E-1, respectively.

7. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

8. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by Napa County, acting by and through the Chair of the Board of Supervisors, by the City of Napa, acting by and through its Mayor, and by the Participants acting through their duly authorized officers.

CHANNEL PROPERTIES, INC., through its Managing
Member Channel Lumber Co.

By: _____
_____, Chairman

NAPA MILL, LLC, through its Managing Member Napa
Mill Development Company

By: _____
_____, General Partner

CITY OF NAPA, a municipal corporation

By: _____
SCOTT SEDGLEY, Mayor

NAPA COUNTY, a political subdivision of
the State of California

By: _____
BELIA RAMOS, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>April 13, 2023</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT D-1
Chart Showing Allocation of Spaces in Garage

Level	Number of Spaces	Use Allocation	Time Restrictions
1	105 Regular Parking Spaces 5 ADA Parking Spaces	85 Regular Parking Spaces as City Use Parking Spaces 19 Regular Parking Spaces as Joint Use Parking Spaces 5 ADA spaces as Joint Use Parking Spaces	All spaces short-term parking (2- or 3- hour, or other as determined)
2	121 Regular Spaces 2 ADA Parking Spaces 10 Motorcycle Parking Spaces	All spaces Joint Use Parking Spaces	All-day parking, first come, first served
3	121 Regular Parking Spaces 2 ADA Parking Spaces	All spaces Private Participant Use Parking Spaces: 60 Regular Parking Spaces: Riverfront 60 Regular Parking Spaces: Napa Mill 1 Shared Participant Use Parking Space 2 ADA Shared Participant Use Parking Spaces	Private Participants will each determine if all spaces will be restricted during Work Hours and Non-Work Hours. Non-restricted spaces will be available as Public Use Parking Spaces.
4	127 Regular Parking Spaces 2 ADA Parking Spaces	85 Regular Parking Spaces as County Exclusive Parking Spaces 42 Regular Parking Spaces / Joint Use Parking Spaces 2 ADA Joint Use Parking Spaces	
Total	484 Spaces 10 Motorcycle Parking Spaces		

(See Section 3 of Agreement for complete descriptions and requirements.)

City Use Parking Spaces. Spaces designated as City Use Parking Spaces will be used by the City for such purposes as the City determines, which may include public parking or leased, licensed or permitted parking.

Joint Use Parking Spaces. Spaces designated as Joint Use Parking Spaces will be available during Work Hours for use by the County for County purposes, or use by any member of the general public, on a first-come, first-served basis. During Non-Work Hours, Joint Use Parking Spaces will be available for use by the public.

Participant Use Parking Spaces. Spaces designated as Participant Use Parking Spaces will be available at all times for use by Participants' exclusive use.

County Exclusive Parking Spaces. Spaces designated as County Exclusive Parking Spaces (County Use in table above) will be available at all times for use by the County for such purposes as the County shall determine, which may include, public, leased, licensed or permit parking. County purposes may include County vehicle parking, County employee parking, County visitor parking, or parking for any other persons associated with services provided by the County.

EXHIBIT E-1

County Holidays

January 1 (New Year's Day)
The third Monday in January (King's Birthday)
The third Monday in February (President's Day)
March 31 (Ceasar Chavez Day)
The last Monday in May (Memorial Day)
June 19 (Juneteenth)
July 4 (Independence Day)
The first Monday in September (Labor Day)
November 11 (Veteran's Day)
The fourth Thursday of November (Thanksgiving)
The day following Thanksgiving
December 24 (Winter Holiday)
December 25 (Winter Holiday)

If any of the above holidays fall on a Sunday, the holiday will be observed the following Monday, and if any falls on Saturday, it will be observed the preceding Friday.