



# Napa County

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## Legislation Text

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**File #:** 22-1750, **Version:** 1

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**TO:** Board of Supervisors

**FROM:** Thomas Zeleny, County Counsel

**REPORT BY:** Chris Apallas, Deputy County Counsel

**SUBJECT:** Second reading and adoption of an ordinance approving the Development Agreement between Meadowood Resort LLC, Meadowood Associates, a Limited Partnership, HMS Vineyards LLC, and Napa County

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### **RECOMMENDATION**

#### SUPPLEMENTAL ITEM

Second reading and adoption of an ordinance approving the Development Agreement between Meadowood Resort, LLC, Meadowood Associates, a Limited Partnership, HMS Vineyards, LLC a Limited Liability Partnership, and Napa County.

### **EXECUTIVE SUMMARY**

On September 13, 2022, the Board of Supervisors conducted a first reading of an ordinance approving the Development Agreement between Meadowood Resort LLC, Meadowood Associates, a Limited Partnership, HMS Vineyards LLC, and Napa County. At the conclusion of public comment, the Board unanimously passed a motion of intent to adopt the proposed ordinance. This consent calendar item requests that the Board conduct its second reading and take final action adopting the ordinance.

The final ordinance and Development Agreement are attached herein. The ordinance will become effective 30 days following adoption.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	N/A
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	N/A
Is the general fund affected?	No
Future fiscal impact:	All staff time will be reimbursed by the Applicant.
Consequences if not approved:	It could potentially take longer for Meadowood Resort to be rebuilt and return to full operation.
County Strategic Plan pillar addressed:	Effective and Open Government

## **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption under the California Environmental Quality Act (CEQA) of a statutory exemption to repair, restore, demolish, or replace property or facilities damaged by a disaster (Public Resources Code § 21080(b)(3)); an exemption for a project that is consistent with a Community Plan, General Plan, or Zoning Code (CEQA Guidelines § 15183); and categorical exemptions for Class 1 (Existing Facilities), Class 2 (Replacement or Reconstruction of Existing Structures of Facilities), and Class 3 (Construction of New Small Facilities or Structures) types of projects (CEQA Guidelines §§ 15301, 15302 & 15303); and an exemption under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, otherwise known as the “Common Sense Exemption” (CEQA Guidelines § 15061(b)(3)). It has been determined that this type of project does not have a significant effect on the environment and is exempt from CEQA under the aforementioned exemptions pursuant to Napa County’s Local Procedures for Implementing CEQA and the CEQA Guidelines. This project is not on any lists of hazardous waste sites enumerated under Government Code Section 65962.5.

## **BACKGROUND AND DISCUSSION**

The Development Agreement guides redevelopment and rehabilitation of the Meadowood Resort in phases under the proposed development plan that (if approved by the County) would allow structures and facilities within the scope of the approved development plan to obtain permits on an expedited basis. The Development Agreement eliminates uncertainty in the County’s land use planning process and secure orderly development of the project consistent with the approval of the project by the County, assure progressive and timely installation of necessary improvements, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. It establishes consistently applied specific development criteria that will be applicable to the Property in accordance with sound planning principles. The Development Agreement defines the rights and obligations of all parties. The purpose of a Development Agreement in this case would be to provide the Applicant with a vested right to develop the project for a period of 20 years in accordance with the applicable laws and entitlements in effect at the time of project approval. In exchange, the project would include both public benefits provided by the project in accordance with the project approvals and public benefits in excess of those which could be expected from the project in absence of this Agreement.

The Development Agreement allows the temporary relocation of certain resort uses lost to the Glass Fire to occur at the Napa Valley Reserve for up to five years while rehabilitation of the Meadowood Resort occurs. Those temporary alternative uses at the Napa Valley Reserve are currently allowed under the fire relief measures provided in Napa County Policy Manual Policy 12B most recently adopted by Board of Supervisors Resolution No. 2021-16. Per County Policy 12B, temporary alternative uses are required to cease within 24 months after the declaration of disaster has terminated. The Development Agreement would allow these temporary uses to remain longer and allow the Applicant to permanently retain the improvements if the Applicant can demonstrate the improvements are consistent with applicable regulations.

### Recommendation

Staff and County Counsel recommend adoption of the Ordinance.