

“G”

Use Permit Application Packet



A Tradition of Stewardship
A Commitment to Service

file No PIS-00190

Napa County
Planning, Building, and Environmental Services
1195 Third Street, Suite 210, Napa, California, 94559 phone (707) 253-4417
web www.countyofnapa.org email planning@countyofnapa.org

RECEIVED

Use Permit Application

JUN 01 2018

Napa County Planning, Building
& Environmental Services

To be completed by Planning staff...

Application Type: Major Modification

Date Submitted: 5/29/2015 Resubmittal(s): _____ Date Complete: _____

Request: see p.6

*Application Fee Deposit: \$ 5000- Receipt No. 108175 Received by: EG Date: 5/29/15

*Total Fees will be based on actual time and materials

To be completed by applicant...

Project Name: Careneros Inn Major Mod

Assessor's Parcel No: 047-110-027, 047-110-028, 047-110-003, 047-100-062 Existing Parcel Size: 27.77 ac.

Site Address/Location: 4048 Sonoma Highway Napa CA 94558
No. Street City State Zip

Primary Contact: Owner Applicant Representative (attorney, engineer, consulting planner, etc.)

Property Owner: GF Carneros Holdings, LLC

Mailing Address: 225 Bush St., #1470 San Francisco CA 94104
No. Street City State Zip

Telephone No (415) 835 - 0225 E-Mail: gflynn@flynnholdings.com

Applicant (if other than property owner): GF Carneros Holdings, LLC and Carneros Mutual Water Company

Mailing Address: 225 Bush St. #1470 San Francisco CA 94104
No. Street City State Zip

Telephone No (415) 835 - 0225 E-Mail: gflynn@flynnholdings.com

Representative (if applicable): Kevin Block

Mailing Address: 1109 Jefferson St. Napa CA 94559
No. Street City State Zip

Telephone No (707) 251 - 9871 E-Mail: kb@winelawyers.com

Use Permit Information Sheet

Use

Narrative description of the proposed use (please attach additional sheets as necessary):

See attached narrative

Applicant proposes to construct a 2500 foot underground pipeline to serve the Carneros Mutual Water Company with municipal water. A 50-year wholesale water supply agreement was approved by the Napa City Council in March 2018. LAFCO approval of an outside water agreement will also be required in addition to County approval of a modified use permit. The change in water sources will not result in any change or intensification of uses.

What, if any, additional licenses or approvals will be required to allow the use?

District	<u>N/A</u>	Regional	<u>RWQCB</u>
State	<u>Caltrans Encroachment Permit</u>	Federal	<u>N/A</u>

Improvements

Narrative description of the proposed on-site and off-site improvements (please attach additional sheets as necessary):

See attached narrative

Site work and landscaping

Realignment of driveway and replacement of parking spaces

Renovation of certain spaces as indicated

Relocation of Boon Fly Cafe as indicated

Relocation of RV units as indicated

Addition of privacy sound wall

Addition of pedestrian walkways, as indicated

Convey approx. 1 acre of Resort property to NCFD for relocation of temporary storage structure in exchange for .02 acre parcel from NCFD to be used for Resort signage, parking or storage.

Improvements, cont.

Total on-site parking spaces: _____ existing _____ proposed

Loading areas: _____ existing _____ proposed

Fire Resistivity (check one; if not checked, Fire Marshal will assume Type V – non rated):

- Type I FR
 - Type II 1 Hr
 - Type II N (non-rated)
 - Type III 1 Hr
 - Type III N
 - Type IV H.T. (Heavy Timber)
 - Type V 1 Hr.
 - Type V (non-rated)
- (for reference, please see the latest version of the California Building Code)*

Is the project located in an Urban/Wildland Interface area? Yes No

Total land area to be disturbed by project (include structures, roads, septic areas, landscaping, etc): _____ acres

Employment and Hours of Operation

Days of operation: 7 days / week existing no change proposed

Hours of operation: 24 hrs / day existing no change proposed

Anticipated number of employee shifts: 3 existing no change proposed

Anticipated shift hours: 24 hours existing no change proposed

Maximum Number of on-site employees:

- 10 or fewer
- 11-24
- 25 or greater (specify number) 330

Water Supply/ Waste Disposal Information Sheet

Water Supply

Please attach completed Phase I Analysis sheet.

	Domestic	Emergency
Proposed source of water (e.g., spring, well, mutual water company, city, district, etc.):	<u>Municipal Water</u>	<u>same</u>
Name of proposed water supplier (if water company, city, district):	<u>City of Napa</u>	<u>Same</u>
Is annexation needed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current water use:	<u>36,590</u> gallons per day (gal/d)	
Current water source:	<u>Wells, City of Napa</u>	<u>tank Storage</u>
Anticipated future water demand:	<u>No change</u> gal/d	<u>No change</u> gal/d
Water availability (in gallons/minute):	<u>32</u> gal/m	<u>32</u> gal/m
Capacity of water storage system:	<u>325,000</u> gal	<u>325,000</u> gal
Type of emergency water storage facility if applicable (e.g., tank, reservoir, swimming pool, etc.):	<u>Storage tanks</u>	

Liquid Waste

Please attach Septic Feasibility Report

	Domestic	Other
Type of waste:	<u>sewage</u>	<u>N/A</u>
Disposal method (e.g., on-site septic system, on-site ponds, community system, district, etc.):	<u>on-site septic</u>	<u>N/A</u>
Name of disposal agency (if sewage district, city, community system):	<u>N/A</u>	<u>N/A</u>
Is annexation needed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current waste flows (peak flow):	<u>50,000</u> gal/d	<u>N/A</u> gal/d
Anticipated future waste flows (peak flow):	<u>No change</u> gal/d	<u>N/A</u> gal/d
Future waste disposal design capacity:	<u>No change</u> gal/d	<u>N/A</u> gal/d

Solid Waste and Recycling Storage and Disposal

Please include location and size of solid waste and recycling storage area on site plans in accordance with the guidelines available at www.countyofnapa.org/dem.

Hazardous and/or Toxic Materials

If your facility generates hazardous waste or stores hazardous materials above threshold planning quantities (55 gallons liquid, 500 pounds solid or 200 cubic feet of compressed gas) then a hazardous materials business plan and/or a hazardous waste generator permit will be required.

Grading Spoils Disposal

Where will grading spoils be disposed of?
(e.g. on-site, landfill, etc. If off-site, please indicate where off-site): _____

Certification and Indemnification

Applicant certifies that all the information contained in this application, including all information required in the Checklist of Required Application Materials and any supplemental submitted information including, but not limited to, the information sheet, water supply/waste disposal information sheet, site plan, floor plan, building elevations, water supply/waste disposal system site plan and toxic materials list, is complete and accurate to the best of his/her knowledge. Applicant and property owner hereby authorize such investigations including access to County Assessor's Records as are deemed necessary by the County Planning Division for preparation of reports related to this application, *including the right of access to the property involved.*

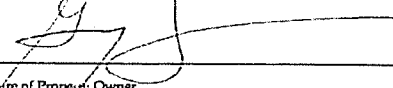
Pursuant to Chapter 1.30 of the Napa County Code, as part of the application for a discretionary land use project approval for the project identified below, Applicant agrees to defend, indemnify, release and hold harmless Napa County, its agents, officers, attorneys, employees, departments, boards and commissions (hereafter collectively "County") from any claim, action or proceeding (hereafter collectively "proceeding") brought against County, the purpose of which is to attack, set aside, void or annul the discretionary project approval of the County, or an action relating to this project required by any such proceeding to be taken to comply with the California Environmental Quality Act by County, or both. This indemnification shall include, but not be limited to damages awarded against the County, if any, and cost of suit, attorneys' fees, and other liabilities and expenses incurred in connection with such proceeding that relate to this discretionary approval or an action related to this project taken to comply with CEQA whether incurred by the Applicant, the County, and/or the parties initiating or bringing such proceeding. Applicant further agrees to indemnify the County for all of County's costs, attorneys' fees, and damages, which the County incurs in enforcing this indemnification agreement.

Applicant further agrees, as a condition of project approval, to defend, indemnify and hold harmless the County for all costs incurred in additional investigation of or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the Applicant desires to pursue securing approvals which are conditioned on the approval of such documents.

In the event any such proceeding is brought, County shall promptly notify the Applicant of the proceeding, and County shall cooperate fully in the defense. If County fails to promptly notify the Applicant of the proceeding, or if County fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the County. The County shall retain the right to participate in the defense of the proceeding if it bears its own attorneys' fees and costs, and defends the action in good faith. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

Greg Flynn for GF Carneros Holdings, LLC

Print Name of Property Owner

 6/1/18

Signature of Property Owner

Date

Print Name Signature of Applicant (if different)

Signature of Applicant

Date

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Greg Flynn for Carneros Mutual Water Company

Print Name of Property Owner

Print Name Signature of Applicant (if different)

Signature of Property Owner

Date

Signature of Applicant

Date

Indemnification Agreement

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Carneros Inn Mutual Water Company, a
California corporation doing business as
Carneros Mutual Water Company

Signature of Property Owner

Date

DocuSigned by:
Greg Flynn
DF96244C170E497...

Signature of Applicant

Date

Greg Flynn
Authorized Representative

Indemnification Agreement

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GF Carneros Inn, LLC

GF Carneros Tenant, LLC

Print Name of Property Owner
DocuSigned by:

Print Name Signature of Applicant (if different)
DocuSigned by:

Greg Flynn

Greg Flynn

June 4, 2019

June 4, 2019

DF96244C170E497...
Signature of Property Owner

DF96244C170E497...
Signature of Applicant

Date

Date

Greg Flynn
Authorized Representative

Greg Flynn
Authorized Representative

CARNEROS INN

5-62-UP
(1961) approves 17-space mobile home park ("trailer court")

25-66-UP
(1965) enlarges mobile home park to 36 spaces

U-89-20
(1990) main Carneros Inn use permit
approves 96 space RV park and recreational building
back property rezoned from PD to AW:RVP (Res. 89-3)
property fronting state highway remains PD

1996 :RVP deleted from Zoning Ordinance (Ord. Nol. 1105)
but not removed from CI property

#98290-MOD
(1999) modifies U-89-20
reduces mobile home spaces to 24
relocates restaurant

#00097-MOD
(2000) modifies U-89-20
changes and relocates uses

CARNEROS LODGE

#98511-UP
(2002) main Lodge use permit
approves hotel, signature restaurant, retail
approves shared amenities with Inn

#P05-0315-MOD
(2005) modifies #98511-UP to reduce cottages from 25 to 20

#P05-0316-MOD
(2005)

modifies #98511-UP to reconfigure roads

#P06-00092-MOD
(2006)

modifies #98511-UP to reduce cottages from 20 to 17



May 6, 2015

Mr. Greg Flynn
Flynn Holdings
225 Bush Street, Suite 1800
San Francisco, CA 94104

RE: Carneros Inn; Analysis of Potential Changes in Site Trip Generation Associated with Proposed Phase III Building and Circulation Improvements

Dear Mr. Flynn:

The following letter report qualitatively evaluates the potential changes in overall traffic levels associated with proposed Phase III project improvements to the Carneros Inn in Napa Valley. The project site is located immediately north of SR-121/12 approximately 1.7 west of SR-29 in Napa County. Vehicle access to the project site can be gained directly from SR-121/12 via a project driveway directly opposite Los Carneros Avenue. A second project driveway is located approximately 0.20 miles to the west off Old Sonoma Highway that extends between SR-121/12 and Old Sonoma Road. Currently, the Carneros Inn is undergoing entitlement improvements under active building permits approved by the County of Napa (Phase II). All remaining circulation and building improvements to the site would be completed under Phase III of the proposed project. The following sections outline existing site trip generation, proposed Phase III site improvements, and potential changes in overall project trip generation/traffic patterns resulting in proposed project improvements.

Existing Site Trip Generation:

Current daily and peak hour trip generation for existing Carneros Inn site uses have been based on the approved DEIR Traffic Analysis for the Proposed Carneros Lodge Project.¹ As identified in the traffic section, existing and proposed uses for the overall site in the year 2001 included the following:

Existing Site Uses (2001):

- 96 RV park model units
- 49-seat restaurant
- 24 mobile home units

Proposed Site Uses (2001):

- 100 room resort-hotel
- 9,500 square feet of commercial-retail
- 500 square foot post office
- 100-seat restaurant

The EIR traffic section calculated the site's daily and net new peak PM peak hour trip generation. As calculated, approved and proposed uses on the site were estimated to generate

3,330 daily trips with 248 PM peak hour trips (see Table 2, EIR Trip Generation Calculations—attached). After accounting for internal trips within the project site between guests and commercial retail uses, pass-by trips on SR-121/12 and Old Sonoma Highway, and overall average occupancy of hotel uses, project site uses would generate 95 net new PM peak hour trips (54 in, 41 out).

Proposed Carneros Inn Phase III Improvements

Based on discussions with the project applicant and planning consultant, site improvements associated with Phase III of the Carneros Inn would not include increases in site uses associated with hotel rooms, restaurant seating, commercial-retail uses, RV model units, mobile home units, or post office uses.^{ii iii} Overall site improvements associated with Phase III would consist of re-locating existing uses within the site and re-aligning the proposed project driveway at Old Sonoma Highway at shown in the Carneros Inn Illustrative Master Plan---attached). As shown in the Illustrative Master Plan, specific site improvements associated with proposed Phase III would be as follows:

- Re-locate the existing project driveway at Old Sonoma Highway approximately 25-30 feet north to create a four-way intersection. The southbound project driveway approach would be located directly opposite the intersection's northbound approach that extends approximately 100 feet from SR 121/12. Inbound (northbound) vehicle traffic from SR 121/12 would remain uncontrolled at this intersection with the remaining three intersection approaches stop-sign controlled (as under existing conditions);
- Re-locate the ⁴⁹~~100~~-seat Boonfly Café restaurant from the southeast quadrant of the SR-121/12/Los Carneros Avenue/Project Driveway intersection west to building #4;
- Re-locate the existing market (commercial-retail use) to building #5 from its existing location also on the southeast quadrant of the SR-121/12/Los Carneros Avenue/Project Driveway intersection. In addition, the "market" uses would be reduced in size. At this time, the project applicant is working to determine actual reductions in commercial-retail uses;
- Re-locate six (6) RV sites from their existing location at the Hall Site in the southern portion of the site to the Hilltop Site located in the northeast portion of the site;
- Improve existing landscape and swimming pool areas located adjacent to the re-located project driveway at Old Sonoma Highway and the Hilltop Site.

Based on the above improvements associated with proposed Phase III development of the Carneros Inn project, there would be no increase in overall uses that would generate additional traffic to/from the site. However, by re-locating specific uses to other areas of the site it is likely that traffic patterns to/from the site could slowly change as a result of these new locations.

Effects of Phase III Site Improvements on Project Trip Generation and Traffic Patterns

Proposed site and circulation improvements as part of the Carneros Inn Phase III development would not increase overall daily or peak hour trip generation to/from the site. No additional lodging, residential, restaurant, or commercial-retail uses are proposed as part of Phase III

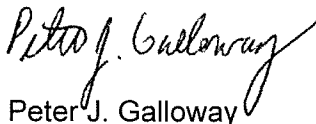


development. However, the re-location of specific project uses within the site would likely change traffic patterns to/from the site. Specifically, the re-location of the Boonfly Café restaurant from the northeast corner of the SR 121-12/Los Carneros Avenue/Project driveway intersection west to building #4 could shift existing traffic at the intersection to other portions of the site. With building #4 located on the northwest portion of the site, it is very likely that restaurant-related traffic would divert to the project driveway to/from Old Sonoma Highway and away from the project driveway located opposite Los Carneros Avenue at SR 121-12. A shift in traffic to the west would benefit overall operations (and vehicle safety) at the Los Carneros Avenue/SR 121-12/Project driveway intersection. In addition, north-south through-traffic volumes on Old Sonoma Highway at the re-located project driveway are much less than on SR 121-12 at the existing project driveway. As a result, overall intersection operations at the Old Sonoma Highway/Project Driveway would likely be acceptable during peak weekday and weekend periods. In addition, a reduction in overall commercial-retail (market) uses would theoretically reduce overall site trip generation. However, a small reduction in commercial-uses would likely not be measurable within the daily fluctuations in vehicle trips to/from the site.

Please call if you have any questions.

Sincerely,

Omni-Means, Ltd.



Peter J. Galloway
Transportation Planner/Project Manager

Cc: Mr. Matt Rush, Pound Management, Inc.
Mr. George W. Nickelson, P.E., Omni-Means

Enc. Table 2, Project Trip Generation, Carneros Lodge EIR
Illustrative Master Plan (Phase III), Carneros Inn

P2002LTR002.docx / 35-3077-01

ⁱ Mr. George W. Nickelson, P.E., *Revised EIR Traffic Analysis for the Proposed Carneros Lodge Project*, June 27, 2000

ⁱⁱ Mr. Matt Rush, *Planning Consultant, Pound Management, Personal communication on Phase III site improvements*, April 17, 2015.

ⁱⁱⁱ Mr. Greg Flynn, *Project Applicant, Flynn Holdings, Personal communication related to Boonfly restaurant and market uses*, April 22, 2015.



**TABLE 2
TRIP GENERATION CALCULATIONS**

APPROVED ADJACENT PROJECT

Land Use/Daily Trip Rate/PM Peak Trip Rate/Trips

96 RV park model units		
Daily: 7.31 trips /room	= 667 trips ⁽¹⁾	
PM Peak: 0.60 trips/room	= 55 trips 33 in/22 out ⁽¹⁾	(@ 95% occupancy)
49 seat restaurant		
Daily: 2.86 trips/room	= 140 trips	
PM Peak: 0.26 trips/seat	= 13 trips 9 in/4 out	
24 mobile home units		
Daily: 3.16 trips/unit	= 76 trips ⁽²⁾	
PM Peak: 0.26 trips/unit	= 6 trips 2 in/4 out ⁽²⁾	
TOTAL Daily Trips	= 883	
PM Peak	= 74 PM peak hour trips (44 in/30 out)	

PROPOSED PROJECT

Land Use/Daily Trip Rate/PM Peak Trip Rate/Trips

100 hotel rooms		
Daily: 8.92 trips/room	= 892 trips	
PM Peak: 0.73 trips /room	= 69 trips 41 in/28 out ⁽³⁾	(@ 95% occupancy)
9,500 sq.ft. retail		
Daily: 157.95 trips/1,000 sq. ft.	= 1,501 trips	
PM Peak: 13.98/1,000 sq. ft.	= 100 trips 50 in/50 out(x 75% primary) ^{(4), (5)}	
500 sq.ft. post office		
Daily: 108.19 trips/1,000 sq. ft.	= 54 trips	
PM Peak: 10.79 trips/1,000 sq. ft.	= 5 trips 3 in/2 out ⁽⁶⁾	
TOTAL Daily Trips	= 2,447	
PM Peak	= 174 PM peak hour trips (94 in/80 out)	
NET NEW PM PEAK HOUR TRIPS	= 95 PM peak hour trips (54 in/41 out)	
	(assumes 77% of primary retail trips ⁽⁷⁾ and 50% of postal trips are "pass-by")	

(1)Based on Institute of Transportation Engineers (ITE) research, hotels without a public restaurant have trip rates which are 82% of hotel rates, Trip Generation, 6th Edition. In response, a lower trip rate was used for this facility.

(2)Based on ITE rate for (Recreational Homes".

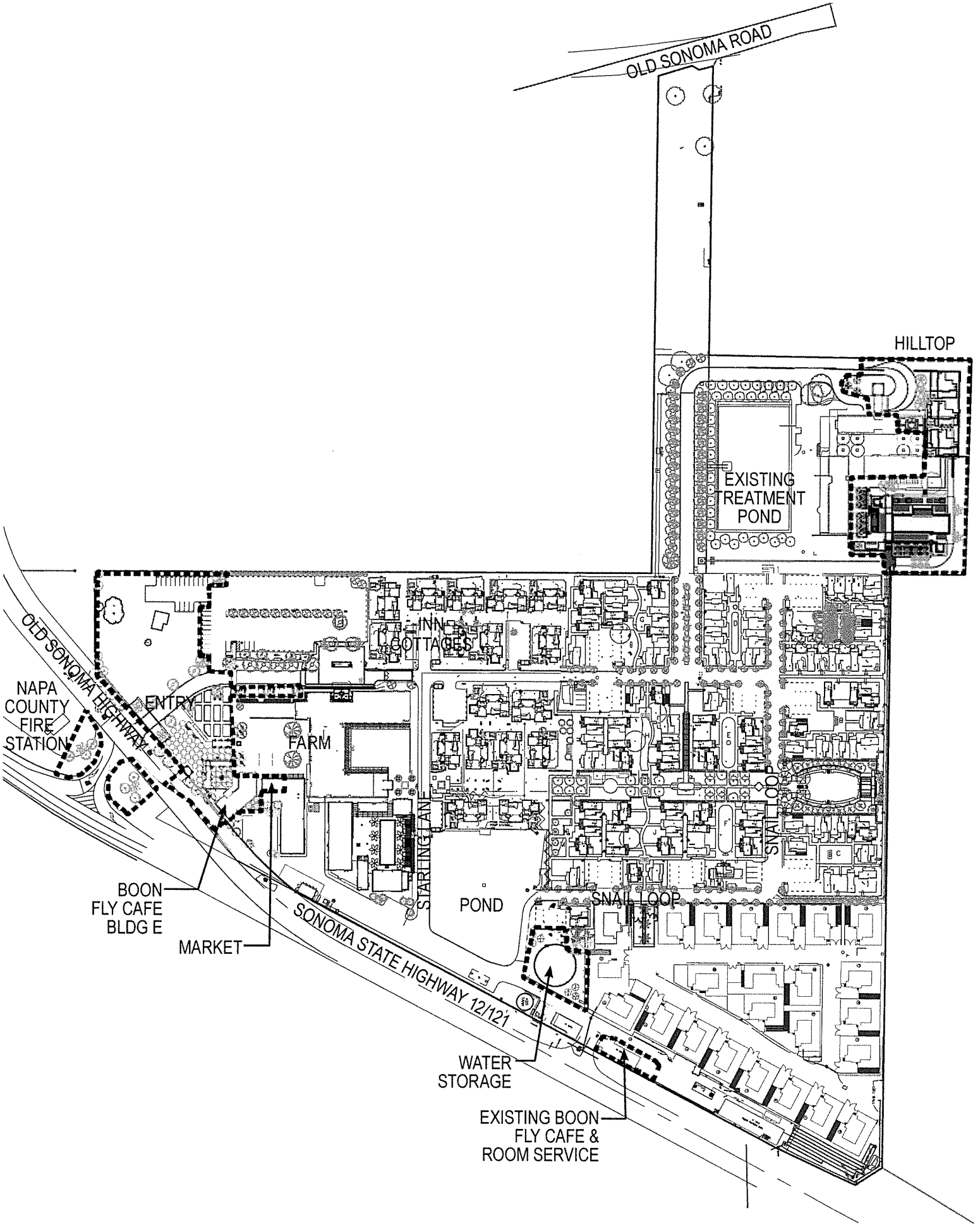
(3)Reflects established Napa County rate for a resort hotel. This rate includes trips associated with the planned 100 seat on-site quality restaurant. It is noted that the ITE rate for a "Resort Hotel" is 0.49 trips per occupied room.

(4)The 75% primary trip factor reflects a 25% reduction in trips due to expected interaction between lodge guests and the retail uses.

(5)Peak hour rate is derived from the ITE equation for shopping centers.

(6)ITE, Trip Generation, 6th Edition, 1997.

(7)The retail pass-by percentage is calculated directly from the shopping center pass-by equation in the ITE reference Trip Generation Handbook - An ITE Proposed Recommended Practice, October 1998.



OLD SONOMA ROAD

HILLTOP

EXISTING TREATMENT POND

INN COTTAGES

FARM

STARLING LANE

POND

SNAIL LOOP

BOON FLY CAFE BLDG E

MARKET

SONOMA STATE HIGHWAY 12/121

WATER STORAGE

EXISTING BOON FLY CAFE & ROOM SERVICE

NAPA COUNTY FIRE STATION

ENTRY

OLD SONOMA HIGHWAY